UNOFFICIAL COPY

DEED IN TRUST

(WARRANTY)

85058231

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor ____, Joyce K. Kiefer, married to Adolph Kiefer

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100---------- Dollars, ($ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey s and Warrant s unto **Capitol Bank and Trust of Chicago**, an Illinois banking corporation whose address is **4801 West Fullerton, Chicago, Illinois**, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of May, 19 85, and known as Trust Number 871, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 33 and 34 in Wheeling Center for Industry Unit Three, being a subdivision in the Northeast quarter and the Southeast quarter of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on April 4, 197 as document number 2929947.

INT. MARQUARDT DR. & WOLF RD. PI# 03-14-406-013 + 014

SUBJECT TO: Covenants, conditions and restrictions of record; public and utility easements and roads and highways, if any; general taxes for the year 1984 and subsequent years; building lines of record; drainage assessments for Wheeling Drainage District No. 1.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future and upon any terms and for any period or periods of time, and for any purpose, to the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any agent, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The conveyance is made upon the express understanding and condition that neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantor ___ hereby expressly waive ___ and release ___ any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor ___ aforesaid has s hereunto set her hand ___ and seal ___ this 13th day of June, 19 85.

Joyce K. Kiefer [Seal] Adolph Kiefer [Seal]

[Seal]

STATE OF Illinois
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joyce K. Kiefer and Adolph Kiefer, her husband personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 10th day of June, 19 85.

Commission expires April 1, 19 89

Eugene B. Delhy
NOTARY PUBLIC

Document Prepared by: and return to:
Manuel J. Robbins, Esq.
25 E. Washington, Suite 1000
Chicago, Illinois 60602

ADDRESS OF PROPERTY:
Vacant Parcel 03-14-406-013
03-14-406-014
Wheeling, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO

(Name)

(Address)

85058231

Transfer Tax Stamps Affixed to Doc.

AFFIX "RIDERS" OR REVENUE STAMPS HERE

DOCUMENT NUMBER 85058231

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Decd

IN DUPLICATE

3441176

JUN 12 3 11 PM '85

REGISTRAR OF TITLES

3441176

DEPT-01 RECORDING
T#1111 TRAN 9076 06/12/85 15:51:00
#4514 # A *-85-058231

DELIVER TO

WALSH

Box 333

RETURN TO: Capitol Bank and Trust of Chicago
4801 West Fullerton
Chicago, Illinois 60639

TRUST NO.

TO

CAPITOL BANK AND TRUST OF CHICAGO

TRUSTEE

DEED IN TRUST

(WARRANTY DEED)