

UNOFFICIAL COPY

11.00

THIS INDENTURE WITNESSETH, That the Grantor(s), ORVILLE J. SCHMAEDEKE and MARTHA M. SCHMAEDEKE, his wife, 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 Warranty unto PALOS BANK AND TRUST COMPANY, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of certain Trust Agreement, dated the 28th day of September 1984, and known as Trust Number 1-2197, the following described real estate in the County of Cook and State of Illinois, to-wit:

The North 235 feet of Lot 9 except that part thereof conveyed to the Department of Public Works and Buildings of the State of Illinois for widening Harlem Avenue) in County Clerk's Division of Lot 2 in Subdivision of the North half of Section 18, Township 37 North, Range 13, East of the Third Principal Meridian, also the Northwest quarter of the Southwest quarter of Section 18, in Cook County, Illinois.

This conveyance is limited solely to the real estate described and is not construed to include any structures or improvements located upon the real estate.

SUBJECT TO: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) special taxes or assessments for improvements heretofore completed; (e) general taxes for ~~xxxxxx~~ the year 1984 and subsequent years. 10701 B. Harlan - 24-18 - 019 X

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 or with, Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate as any part thereof, to dedicate parks, streets, highways or alleys, or to recede any subdivision of part thereof, and to resubdivide said real estate as often as desired, to contract to sell or 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend upon any terms and for any period or periods of time, and to amend, change or modify leases and 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 any real or personal property, to grant easements or charges of any kind, to release, convey, assign any right, title or interest in or about or encumbrance 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 it 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 successor in trust, 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 the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this 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 real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) 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 conveyance 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 in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and 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.

This conveyance is made upon the express understanding and condition that neither the said Bank, 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 if 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 liability 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 or their attorneys-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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing of 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 said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right or interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described. If the title to any of the above real estate is or has been heretofore registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, or "in trust" or "upon contract" or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement of a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust. And the said grantor(s) hereby expressly waive(s) and release(s) 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(s) aforesaid ha(s)/ve) hereunto set (his) (her) (their) hand(s) and seal(s) this 28 day of SEPTEMBER 1984.
(SEAL) Orville J. Schmaedeke (SEAL) Martha M. Schmaedeke

State of Illinois I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do County of Cook hereby certify that Orville J. Schmaedeke and Martha M. Schmaedeke, his wife,

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he) (she) (they) signed, sealed and delivered the said instrument as (his) (her) (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 29th day of Sept, 1984.
(SEAL) Notary Public

MAIL TO: Grantee's Address: **PALOS BANK AND TRUST COMPANY**
TRUST DEPARTMENT
City: _____ State: _____
Permanent Tax Number: _____

69-73-863L
60.00
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
60.00
DEPT. OF REVENUE
OCT 30 1985
60.00
COOK COUNTY
REAL ESTATE TRANSACTION TAX
60.00
DEPT. OF REVENUE
OCT 30 1985
60.00
TH

This space for affixing rights and revenue stamps
85 263 690
Document Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1985 NOV - 1 AM 10:08

85263690

COOK COUNTY ILLINOIS
FILED RECORD

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 03-21-01 BY 60322
SP-10

85 263 690