

# UNOFFICIAL COPY

WARRANTY-DEED IN TRUST

85277401

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, ALLAN L. VOGL and CYNTHIA A. VOGL, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of TEI and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto OAK BROOK BANK, 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 a certain Trust Agreement, dated the 8th day of October 1985, and known as Trust Number 8-1963, the following described real estate in the County of Cook and State of Illinois, to-wit:

That part of Lot 21 and the East 16 feet of Lot 20 (taken as a tract) lying north of a line that extends from a point on the West line of Lot 20 that is 81.99 feet North of the Southwest corner of said Lot 20 to a point on the East line of Lot 21 that is 80.71 feet North of the Southeast corner of said Lot 21 (except the West 35 feet of the North 18 feet of Lot 21 and the East 16 feet of Lot 20 (taken as a tract), all being in Block 2 in Krenn and Dato's Howard Lincoln Cicero Park View Addition, being a Subdivision of part of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO general taxes for 1985 and subsequent years.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes therein and in said Trust Agreement set forth, unto said Trustee 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 subdivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without covenants, conditions and warranties, to lease, to mortgage, to convey or assign any part 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, to pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate or any part thereof, from time to time, not exceeding in the case of any single lease the term of 10 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 of any lease, to grant to any person or persons in fee simple or to grant 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 as 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 purposes 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 the 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, encumbered 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 hereunder or advanced on said real estate, or to 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 or any other authority) relying upon or claiming under any such deed, mortgage, lease or other instrument, (c) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (d) 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 and in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (e) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and (f) 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 it, his or their predecessors and their successors, individually or as Trustee, nor is successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree or decree or order of any court of law or equity or any other tribunal or authority, or be liable to 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 and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee or any successor in trust, or any person appointed or authorized by the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby is conclusively 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 as a trust or otherwise) 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 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 said real estate, 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 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 beneficiaries 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 registered, the Registrar of Titles is hereby directed to register or not to the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon trust" 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 or a copy thereof, or any extracts therefrom, as evidence of any transfer, charge or other dealing involving the registered lands in accordance with the true intent and meaning of this trust.

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 grantors aforesaid have hereunto set their hands and seals this 28 day of October 1985.

Allan Vogl [SEAL] [SPAL]  
CYNTHIA A. VOGL [SEAL] [SPAL]

State of Illinois in, the undersigned a Notary Public in and for said County, County of Cook in the state aforesaid, do hereby certify that Allan L. Vogl and Cynthia A. Vogl, his wife

personally known to me to be the same person whose name is here subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, read 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 31 day of Oct 1985.

Notary Public

**Oak Brook Bank**

2021 SPRING ROAD • OAK BROOK, ILLINOIS 60321

7638 N. Knox Skokie, IL  
For information only insert street address of above described property.

7638 N. Knox

Wax

This space for Affiliated Riders and Revenue Stamps

85277401

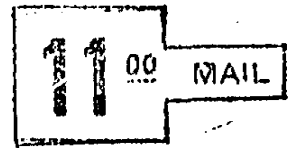
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