

WARRANTY DEED IN TRUST  
This instrument prepared by:

A. S. Kisor,  
1032 Shermer Road,  
Northbrook, Illinois 60062.

DEC 30 PM 1:20

85342459

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor **HUEY P. MALONE, married to HeLayne H Malone** of the County of San Diego and State of California for and in consideration of TEN (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto the Northbrook Trust & Savings Bank, 1250 Shermer Road, Northbrook, Illinois, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 8th day of November 1974 known as Trust Number LT-946, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 10 in Block 4 in Northbrook Park, a Subdivision of the North Half of Lots 1 and 2 and the North East Quarter of Lot 3 in School Trustees' Subdivision of Section 16, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat recorded April 25, 1946 as Document 13777492 and re-recorded June 6, 1946 as Document 13813733, in Cook County, Illinois.

\*Property commonly known as 2412 Farnsworth Lane, Northbrook, Illinois 60062. 04-16-105-010 TP

Subject to: General taxes for the year 1985 and subsequent years and to 50 foot building line, easement and restrictions of record.

THIS IS NOT HOMESTEAD PROPERTY.

11.00

TO HAVE AND TO HOLD the said premises 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 to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence at present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 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 property, or any part thereof, for other real or personal property, to grant easements or other rights of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom, or on premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to be sure into the 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 in relation to said real estate 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 indenture 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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 him, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or 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, profits and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register, or to issue 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 waives and releases any and all right or benefit under and benefit 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 hereunto set his hand this 16th day of December 1985.

(Seal) Huey P. Malone (Seal)  
Huey P. Malone (Seal)

State of California ss. I, Wendy Ann Hollensbe, a Notary Public in and for said County, in the state aforesaid, do hereby certify that HUEY P. MALONE, married to HeLayne H Malone

OFFICIAL SEAL  
Wendy Ann Hollensbe  
NOTARY PUBLIC CALIFORNIA  
FEDERAL OFFICE IN  
SAN DIEGO COUNTY  
My Commission Expires: Mar 14, 1986

personally known to me to be the same person whose name HPM subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 16th day of December 1985.

Wendy Ann Hollensbe  
Notary Public

Grantee's Address:  
Northbrook Trust & Savings Bank  
1250 Shermer Road  
Northbrook, IL 60062

2412 Farnsworth Lane,  
Northbrook, Illinois 60062.

COOK CO. NO. 016  
11278  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
55.00  
Cook County  
REAL ESTATE TRANSACTION TAX  
55.00

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

