

DEED IN TRUST

WARRANTY

UNOFFICIAL COPY

86407189

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor⁸
Barbara T. Osberg and Ted A. Osberg, her husband

of the County of Cook and State of Illinois, for and in consideration of the sum
of \$ 10.00 -----, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly
acknowledged, Convey¹ and Warrant² unto First State Bank & Trust Company of Franklin Park, an Illinois banking corporation of Franklin Park, 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 4th day of September, 1986, and known as Trust Number
1173, the following described real estate in the County of Cook and State of Illinois, to-wit

Lot 11 in Block 11 in Midland Development Company's Northlake
Village Number 6, a Subdivision in the Southeast Quarter
of Section 31, Township 40 North, Range 12, East of the
Third Principal Meridian, in Cook County, Illinois

PIN: 12-31-402-011

SEP-11-86 10604 • 86407189-A-1.c

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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 impose, impose, provide, make, and/or require, and pay, all taxes, assessments, charges, rents, leases, rentals, or other amounts due and payable thereon, and to manage and regulate all affairs, divisions, interests, and parts of the same for the purpose of sale, lease, to sell on any terms, to convey either wholly or without consideration, to convey, and 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 dispose, to dedicate, to mortgage, pledge or encumber, and 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, not exceeding in the case of any single demise the term of two 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 real estate and fixtures, and to effecting the manner and in the amount and present nature of title, to put into the real estate and fixtures, and to make any alterations, additions, or other improvements to the real estate or fixtures, and bind to release causes of action any right, title or interest in, about or adjacent 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 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, or to whom 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 such instrument, and no claim or cause of action can be based upon any such instrument, unless it is filed in the office of the Clerk of the Circuit Court of Cook County, Illinois, within one year after the date on which the instrument was executed in accordance with the terms, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereto, if any, and is binding upon all beneficiaries thereunder, to said Trustee, or any successor in trust, who is authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and if the convenience is made to a successor in successor in trust, that such successor in successor in trust, the then property appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of, or in, their predecessors in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either individually or as Trustee, nor his successor in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything of it or their or his or their agents or attorneys may do or omit to do in or about the said real estate or any of 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 him in the name of the then beneficiaries under said Trust Agreement, and his attorney, in fact, hereinafter referred to as the "Trustee", and the Trustee, or his attorney, shall not be liable for any such contract, obligation or indebtedness except only so far as the trust property or funds in the actual possession of the Trustee shall be applicable to 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 persons, assets and proceeds arising from the sale of any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiaries 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, assets and proceeds thereof as aforesaid, the intention not being to vest in the Trustee the entire legal and equitable title, for example, 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", "upon condition", or "with limitations", or 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 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, beforehand he⁸ VB hereunto set their hands and seal⁸ this 4th day of September, 1986.

Barbara T. Osberg (Seal)
Barbara T. Osberg

Ted A. Osberg (Seal)
Ted A. Osberg

STATE OF Illinois
COUNTY OF DUPAGE

I, Bernice Bartucci, Notary Public in and for said County, in the State aforesaid, do hereby certify that Barbara T. Osberg and Ted A. Osberg, her husband personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 5th day of September, 1986.

OFFICIAL SEAL
BERNICE BARTUCCI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMM. EXP. JULY 10, 1987

ADDRESS OF PROPERTY
185 Westward Ho Drive

Northlake, IL 60164

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT MAILS TO

Evelyn D. Bradford
10101 W. Grand Avenue
Franklin Park, IL 60131

DOCUMENT NUMBER
66107189-98

RETURN TO: First State Bank & Trust Company

of Franklin Park

10101 West Grand Avenue

Franklin Park, Illinois 60131

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

First State Bank & Trust Company
of Franklin Park
Franklin Park, Illinois

TRUSTEE

EX-10101

FORM SBF (Rev. 4/75)

Property of Cook County Clerk's Office

68M20498

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