

THIS INDENTURE WITNESSETH, that the Grantors PHILIP SIMON, PHYLLIS SCHNEIDER, and PHILIP SCHNEIDER of the County of Cook and State of Illinois for and in consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and warrants unto the MARQUETTE NATIONAL BANK, a National Banking Association of 6316 S. Western Ave., Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the 3rd day of June 1986, known as Trust Number 11339, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 18 and 19 in Block 4 in Midlothian Garden Homesites being a Subdivision of South 20 acres of East Half of North West Quarter of Section 12, Township 36 North, Range 13, East of the Third Principal Meridian.

Permanent Index No. 28-12-121-026-027-0000 LOT 18
28-12-121-026-026-0000 - LOT 19

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 of any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 lease to commence in present or future, and upon any terms and for any period or periods of time, not exceeding the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, and to permit change, or modification, or termination, or extension, or renewal, or reversion, hereafter, to grant, to make, to lease, 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 charges 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 said 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 inquire 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, execute, acknowledge, file for record, 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 interest of each and every beneficiary hereunder, and of all persons claiming under them or any of them shall be only in the earnings, assets and proceeds arising from the sale or other disposition of said real estate, and such interests 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, assets and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Deeds 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 grantors hereby expressly waive and release all rights 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 do hereby set their hands and seals at Chicago, Illinois, this 15th day of August, 1986.

Phyllis Schneider (Seal) Philip Simon (Seal)
Philip Schneider (Seal)

Prepared By: STUART Z. LINDENBERG 18110 Dixie Hwy., Homewood, IL 60430

State of Illinois } ss I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that PHILIP SIMON, PHYLLIS SCHNEIDER, and PHILIP SCHNEIDER are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have 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 the waiver of the right of homestead.
Given under my hand and notarial seal this 15th day of August, 1986.
Daniel Raage, Notary Public

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

FOR RECORDERS USE ONLY

DELIVERY INSTRUCTIONS

MARQUETTE NATIONAL BANK
6316 South Western Avenue
CHICAGO, ILLINOIS 60636
OR
BOX 300

This instrument was prepared by: STUART Z. LINDENBERG, Attorney at Law
18110 Dixie Highway, Homewood, IL 60430

This space reserved for index and recording stamp

86435765

NO TAXABLE CONSIDERATION EXEMPT UNDER PROVISIONS OF PARAGRAPH "E" OF ARTICLE 10, SECTION 4, REAL ESTATE TRANSFER ACT. DATED: August 15, 1986. Signed: Stuart Z. Lindenberg

86435765

UNOFFICIAL COPY

Property of Cook County Clerk's Office

86435765

SEP-25-85 4 3 4 6 0 • 86435765 • D Rec 11.00

86435765

11⁰⁰ MAIL