

DEED IN TRUST

(WARRANTY)

86498425

UNOFFICIAL COPY

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor Louise J. Litchfield, a widow and not remarried

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars and other valuable consideration \$10.00 12 00
 acknowledged, Convey, S, and Warrant S 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 6th day of October, 1986, and known as Trust Number 1180, the following described real estate in the County of Cook and State of Illinois, to-wit:

(See attached.)

Subject to: 1986 general taxes, 20 foot building line, covenants, and restrictions of record, and tenants in possession.

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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to locate and subdivide or part thereof, and to resubdivide said real estate 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 real estate or any part thereof to a successor or successors in trust and to grant to such successors or successors in trust all of the title, estate, powers and authorities vested in said Trustee, his or her executors, administrators, successors, assigns, heirs, devisees, and to lease said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, for any term or terms, and for any period or periods of time, and for any period or periods of time, not exceeding in the case of any single lease the term of 1986, 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, or 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 in respect of any part of the 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 dealing the same in and 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 in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contract to be sold, leased, exchanged, partitioned, or otherwise disposed of, or any successor in trust, be obliged to the application of any purchase money, rent or moneys borrowed or advanced on the trust property, or to be obliged by the terms of the trust have been compelled with, or be obliged to incur in, 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 respect of said trust property 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 Deed and by said Trust Agreement was full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or all amendments thereto, if any, and in binding upon the beneficiaries thereunder, (c) that the said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver the same, (d) that the same were duly delivered, and (e) that such 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 her predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor and her individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, demand or decree for anything it or they or its or their agents or attorneys may do or omit to do 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 indebtedness incurred or entered into by the Trustees in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-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 wheresoever and whatsoever shall be charged with notice of the condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereinunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, walls and proceeds arising from the use and disposition of the real property, and such interest is hereby declared to be personal property and no beneficiary hereinunder shall have any title or interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, walls and proceeds thereof as aforesaid, the intention herein being to vest in the Trustee the entire legal and equitable title in fee simple, and to end to all of the trust property above described.

If the title to any of the trust property, 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" 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 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 Grantor aforesaid has hereunto set her hand and seal this 10th day of OCTOBER, 1986.

[Seal]

Louise J. Litchfield

[Seal]

STATE OF Illinois
COUNTY OF Cook

Aforesaid, do hereby certify that Louise J. Litchfield, a widow and not remarried, personally known to me to be the same person whose name is is, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 11th day of October, 1986.

Commission expires 10/12/89

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ADDRESS OF PROPERTY:
3008 Downing

Westchester, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO
Michael S. Perkins
(Name)

5325 Justina
(Address)

Hinsdale ILL (0052)

DOCUMENT NUMBER

86498425

Document Prepared By:

Lawrence C. Traeger, Jr.
111 W. Washington Street
Chicago, Illinois 60602

RETURN TO: First State Bank & Trust Company
of Franklin Park

10101 West Grand Avenue
Franklin Park, Illinois 60131

TRUST NO. _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 OCT 24 PM 3:06

86498428

BOX 333-WJ

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DEED IN TRUST

(WARRANTY DEED)

TO

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

TRUSTEE

TRACT OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 29; thence a point of section 29, township 39, range 10A, point 39, north 10° 10' west 1990 feet; north of the south line of said section 29; thence west along a line 1327.95 feet west of the east line of said section 29; thence west along a line 1337.95 feet west of the east line of said section 29; thence west along a line 1380 feet west of the south line of said section 29; thence east to the place of beginning, in Cook County, Illinois.

John T.
John H. Miller White & Boland
119 W. Washington
Chgo. 60602
Att. Anthony Lang