

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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86523343

The above space for recorder's use only

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THIS INDENTURE WITNESSETH, That the Grantor **MARY MUELLER, his wife,** 600 Hill Road, Winnetka, of the County of **Cook**, and State of **Illinois**, for and in consideration of the sum of **TEN and No/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 LA GRANGE BANK & TRUST COMPANY, 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 **1st** day of **October** 1986, and known as Trust Number **8493**, the following described real estate in the County of **Cook**, and State of **Illinois**, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT "A" AND MADE A
PART HEREOF

COOK COUNTY, ILLINOIS
FREIGHT (1986)

P.I.N.: 05-21-321-031-0000

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SUBJECT TO: Covenants, conditions and restrictions, if any; private, public and utility easements not underlying the improvements, if any; general taxes for the year 1986 and subsequent years including taxes which may accrue by reason of improvements during 1986.

To have and to hold the said real estate with the appurtenances, upon the trust, 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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or street, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any condition or otherwise, to convey, assign, lease, and otherwise, to transfer and real estate or any part thereof to a successor or successors in trust and to grant to such person or persons, 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 present or in 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 198 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 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 easement 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 it would be lawful for any person owning the same to deal with the same, whether similar to or different from the uses 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, contracted to be sold, leased or mortgaged by said Trustee, or by its successor in trust, be obliged to seek the application of any purchase money, rent or monies borrowed or advanced on said real estate, or be obliged to see that the terms of this Trust have been complied with, or be obliged to look into the authority, necessity, or nature of any sale, lease or mortgage, or to inquire into the terms of said Trust Agreement, and every deed, trust deed, mortgage, way 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 of said county) relying upon or claiming under any such conveyance or lease or other instrument; (d) 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder; (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (f) 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, or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither LA GRANGE BANK & TRUST COMPANY, individually or as Trustee, nor its successors or successors in trust incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments 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 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 whatsoever and whatsoever the same be charged with respect to this condition, from the date of the filing for record of this Deed.

The conveyance is made upon the express understanding and condition that the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest as hereby declared to be personal property, and no beneficiaries 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 LA GRANGE BANK & TRUST COMPANY the entire legal inchoate 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 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, according to 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 that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statute of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor **S. MUELLER** aforesaid has hereto set their hand **S. MUELLER** and seal **S. MUELLER** this **15th** day of **October** 1986.
EUGENE T. MUELLER **MARY MUELLER**
(Seal) (Seal)

State of **Illinois** } ss. I, a Notary Public in and for said County,
County of **Cook** in the state aforesaid, do hereby certify that **EUGENE T. MUELLER** and
MARY MUELLER, his wife, 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** 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 waiver of the right of homestead.

Given under my hand and notarial seal this **4th** day of **November** 1986.

My Commission Expires June 12, 1989

Notary Public

600 Hill Road
Winnetka, IL

For information only insert street address of above described property.
Document prepared by:

Frederick J. Czerwionka

Attorney at Law

111 W. Washington St., Suite 1150
Chicago, Illinois 60602

LaGrange Bank & Trust Company
MAIL TO: 14 SOUTH LA GRANGE ROAD
LA GRANGE, ILLINOIS 60525

Box 15

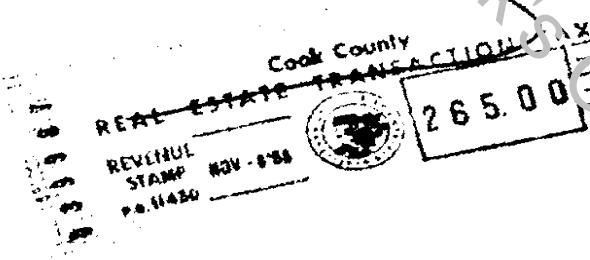
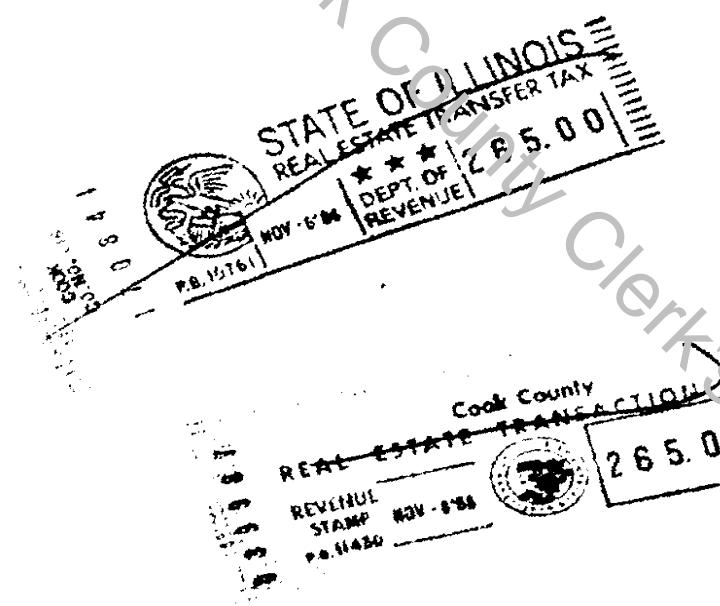
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CIVIC CENTER

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Property of Cook County Clerk's Office

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EXHIBIT "A"

PARCEL 1:

Lot 1 (except the West 37 foot thereof) in Owners Subdivision of Lot 1 in Indian Hill Subdivision No. 1 a subdivision of parts of Sections 20, 21, 23 and 29, Township 42 North, Range 13, East of the Third Principal Meridian;

ALSO

PARCEL 2:

The West 37 feet of Lot 1 in Owners subdivision of Lot 1 in Indian Hill Subdivision No. 1 (except therofrom the following described tract of land; commencing at the North West corner of said Lot 1, thence South a distance of 181.5 feet, thence East a distance of 27.75 foot, thence South a distance of 5.4 feet; thence East a distance of 10.25 foot, thence North a distance of 51.9 foot, thence West a distance of 28 feet; thence North parallel to said West line of said Lot 1 to its point of intersection with the North line of Lot 1, thence West along the North line of Lot 1 a distance of 10 foot to the North West corner of said Lot 1, the point of beginning) all in the South West quarter of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian according to plat of said Owners Subdivision recorded December 19, 1922 in book 174 of plats on page 20 as Document 7781931 in the village of Winnetka, in Cook County, Illinois

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