DEED IN TRUST

86576824

THIS INDENTURE WITNESSETH, That the Grantor s, James S. Malek, divorced and not since remarried, and Craig A. Pugh, a bachelor
of the County of Cook **and State of** Illinois **for and in consideration of** Ten and no/100s **dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto** FIRST AMERICAN BANK OF RIVERSIDE, a state **banking association, 15 Riverside Road, Riverside, Illinois 60546, its successor or successors, as Trustee under a trust agreement dated the** 17th **day of** November, **19** 86, **known as Trust Number** 462, **the following described real estate in the County of** Cook **and State of Illinois, to-wit:**

DEC 86 11 56

Lots 1231, 1232, and 1233 in William H. Britigan's Budlong Woods Golf Club Addition No. 4, being a Subdivision of that part of the North half of the North West quarter of Section twelve (12), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, lying East of the North Easterly right of way line of the Sanitary District of Chicago, (except the North thirty three (33) feet thereof taken for Bryn Mawr Avenue) in Cook County, Illinois

-86-576824

88 · DAO

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH E, REAL ESTATE TRANSFER

BY: [signature]

DATE: 11/17/86

1231

(Permanent Index No. ~~1 2 1 2 1 0 5 0 4 5 0 0 0 0~~ **)**
1 3-1 2-1 0 5-0 5 4-0 0 0 0

1232

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the 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 subdivide and resubdivide, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell on any terms, to convey either with or without consideration, to convey the 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 the trustee, to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in the future, and upon any terms and for any period or periods of time, not exceeding 198 years, and to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter, to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals, to partition or exchange it for other real or personal property, to execute grants of easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof, and to deal with the title to 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 title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 herein and by the 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 herein and in the trust agreement or in any amendments thereof and binding upon all beneficiaries, (c) that the 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 the trust.

This conveyance is made upon the express understanding and condition that neither First American Bank of Riverside, individually or as Trustee, nor its successor or successors in trust shall 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 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 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 whomsoever 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails 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 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.

86576824

And the said grantor s 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 s aforesaid ha ve hereunto set their hand s and seal s this 17th day of November 19 86.

[signature] (SEAL)
James S. Malek

[signature] (SEAL)
Craig A. Pugh

(SEAL)

(SEAL)

State of Illinois
County of Cook } ss.

I, Joyce Leake a Notary Public in and for said County, in the state aforesaid, do hereby certify that James S. Malek and Craig A. Pugh

personally known to me to be the same person s whose name s 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 17th day of November, 19 86.

"OFFICIAL SEAL"
Joyce D. Leake
Notary Public, State of Illinois
My Commission Expires [illegible]

MAIL TO

[signature]
Notary Public

THIS DOCUMENT PREPARED BY:
FIRST AMERICAN BANK OF RIVERSIDE
15 RIVERSIDE ROAD
RIVERSIDE, ILLINOIS 60546

2918 W. Catalpa Chicago, IL 60625

For information only insert street address of above described property

86576824

TRUST NO.__________

DEED IN TRUST

TO

FIRST AMERICAN BANK OF RIVERSIDE

Riverside, Illinois

Trustee

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