

## DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor, B. E. WILLIS, CHARLES E. WILLIS and DEBRA WILLIS, his wife 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 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 15 day of November, 1986 and known as Trust Number 1188, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 21 in Block 4 in Section 2 Country Club Addition to Midland Development Company's North Lake Village, a Subdivision in the South West 1/4 (except the South 100 rods) the West 1/2 of the South East 1/4 (except the South 100 rods) the South 1/2 of the North West 1/4 and the South West 1/4 of the North East 1/4 in Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 12-32-106-039 Volume 070

*BB 180*

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 hereinafter, make or grant partition, subdivisions and redivisions of any part thereof, and to sell, build up, let, lease, hire, or otherwise dispose of any part thereof, and 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 successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, bind, or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or in action, by lesser or comminute 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 194 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 hereinafter, to contract to make or let and to grant options to lease and options to renew leases and options to purchase, and to assign any part of any lease or option and to assign any part thereof, to fix rents and to determine periods of future rents, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant assignments or charges, to partition, 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 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, 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 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 or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery of the title or interest therein, the title or interest was held by the Trustee, or any successor in trust, in accordance with the terms of the instrument, as executed in accordance with the trusts, conditions and limitations contained therein and in said Trust Agreement, or in all amendments thereto, if any, and is binding upon all beneficiaries thereunder, (c) that the 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 (d) if the conveyance is made to a successor or successor 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 said predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, whether individually or as Trustee, nor its successor 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 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 enforced against the Trustee or any successor in trust, or any beneficiary or beneficiaries holding hereunder, in the same manner as if the election of a Trustee in his own name, or 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 whomever 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 hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary 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, avails and proceeds thereof as aforesaid, the interest in hereof being to vest in the Trustee the entire legal and equitable title in fee simple, and in 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", 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, B. E. WILLIS, 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, B. E. WILLIS, aforesaid has hereto set their hand, S. E. WILLIS, and seal, this 15th day of November, 1986.

*Charles E. Willis* [Seal]  
CHARLES E. WILLIS

*Debra Willis* [Seal]  
DEBRA WILLIS

STATE OF ILLINOIS  
COUNTY OF COOK

I, Dimitra Kasper, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHARLES E. WILLIS and DEBRA WILLIS, his wife, personally known to me to be the same person B. E. WILLIS, whose name B. E. WILLIS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the signed, sealed and delivered the said instrument as the their, free and voluntary act, for the uses and purposes theron set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 15th day of November, 1986.

Commission expires November 5, 1989

*Dimitra Kasper*  
NOTARY PUBLIC

Document Prepared By:

Harry J. Smith, Jr.

2725 N. Thatcher

River Grove, IL 60171

ADDRESS OF PROPERTY:  
400 North LaPorte

Northlake, IL 60164  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO: First State Bank of Franklin Park, Trustee  
u/t #1188 (Name)  
10100 W. Grand, Franklin Pk.,  
(Address) IL 60131

DOCUMENT NUMBER  
86606914

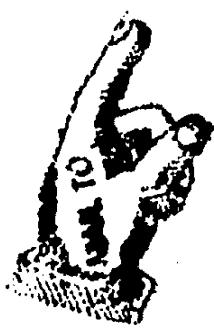
RETURN TO: First State Bank & Trust Company

of Franklin Park

10101 West Grand Avenue

Franklin Park, Illinois 60131

TRUST NO. 1168



# UNOFFICIAL COPY

## DEED IN TRUST

(WARRANTY DEED)

TO

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

TRUSTEE

DEPT-01 RECORDING \$11.25  
TM3833 · TRAN 1167 12/18/84 11:47:00  
#2970 # A 4-B6-6067 144  
COOK COUNTY RECORDER

-8E 606304

