

# UNOFFICIAL COPY

## Deed in Trust

**This Indenture Witnesseth, That the Grantor,**

MICHAEL J. FLEMING AND LIGIA A. FLEMING,  
HUSBAND & WIFE

86107410

of the County of COOK and State of ILLINOIS  
for and in consideration of Ten and no/100ths (\$10.00) Dollars, and  
other good and valuable considerations in hand paid, Convey/s and  
Warrant/s unto the HARRIS BANK ROSELLE, 106 East Irving Park Road,  
Roselle, Illinois, a corporation organized and existing under the  
laws of the State of Illinois, as Trustee under the provisions of a  
trust agreement dated the 2nd day of December, 1985  
known as Trust Number 12383 the following described real  
estate in the State of Illinois, to wit:

Lot 265 In Weathersfield West Unit 2-A, Being A Subdivision In  
The Southeast 1/4 Of Fractional Section 19, Township 41 North,  
Range 10 East Of The Third Principal Meridian, According To  
The Plat Thereof Recorded February 13, 1985, As Document  
27441863 In Cook County, Illinois

PIN 07-19-400-011

*[Handwritten signature]*

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY  
ON 3-14-86  
BY *[Signature]* CLERK OF REPRESENTATIVE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

86107410

Common Address: 104 South Walnut Lane, Schaumburg, Il. 60193

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 and vested in said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 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. Any such power and authority granted to the Trustee shall not be exhausted by the user thereof, but may be exercised by it from time to time and as often as occasion may arise with respect to all or any part of the trust property.

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 and said trust agreement 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 every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made by 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.

