

The above space for recorder's use only

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

3/18/86

Notary Public for Illinois

79-1079380

THIS INDENTURE WITNESSETH, That the Grantor, MICHAEL D. STAHLAK and IRENE E. STAHLAK, 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), and other consideration in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto FORD CITY BANK AND TRUST CO., 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 7th day of April, 1977, and known as Trust Number 2176, the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL 1: That part of Lot 22 lying Northwesterly of a line that is 79.19 feet Northwesterly of the Southwest corner thereof (as measured along the Southwest line thereof) and 78.87 feet Northwesterly of the Southeast corner thereof (as measured along the Northeasterly line thereof) in Edelweiss in the Park, being a Subdivision of part of the East 1/2 of the Southeast 1/4 of Section 23, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P. I. T. N. 23-23-401-003 PIQ & OTHER PROPERTY

PARCEL 2: Easement appurtenant to and for the benefit of Parcel 1, for ingress and egress, as set forth in the Plat of subdivision recorded as Document No. 27392598 and Certificate of Correction recorded as Document No. 85243329 and as created by deed.

SUBJECT TO All covenants, conditions, easements and restrictions of record; and general real estate taxes for the year 1986 and all subsequent years.

TO HAVE AND TO HOLD the said real estate with the appurtenances, up to 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 to improve, maintain, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions 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 successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to dedicate, to mortgage, pledge 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 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 100 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 acting in 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, 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 said real estate, or be obliged to see that the terms of this 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 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 lease or other instrument, (a) That at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement, as a 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, in or in all amendments thereof, 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 (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 estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Ford City Bank and Trust Co., 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 on or about said real estate, 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or in the name 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 or 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 companies to whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

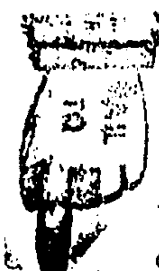
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no benefit shall accrue under 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 interest hereunder being to vest in said Ford City Bank and Trust Co. the entire legal and equitable 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, in accordance with the statute in such case made, and provided, and said Trustee shall not be required to produce the said Trust 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 statutes of the State of Illinois, including for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor SAforesaid haVE hereunto set their hands and seal S this 18th day of March, 1986. MICHAEL D. STAHLAK (SEAL) IRENE E. STAHLAK (SEAL)

State of ILLINOIS } County of WILLIAMSBURG } SS. I, THE UNDERSIGNED, a Notary Public in and for said County, in the state aforesaid, do hereby certify that MICHAEL D. STAHLAK and IRENE E. STAHLAK, his wife, personally known to me to be the same person SA 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 18th day of March, 1986. Notary Public



MAIL TO: FORD CITY BANK AND TRUST CO. 7601 South Cicero Avenue Chicago, Illinois 60652

11658 Black Forest Lane Palos Hills, Illinois 60465

This space for affixing Riders and Revenue Stamps

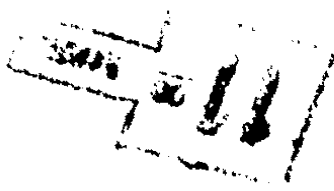
86110080

Document Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

86-110080



DEPT-01 RECORDING  
TRAN 5064 03/21/86 09:27:00  
TWILLI # 7857  
\* 86-110080  
\$11.25