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DEED IN TRUST

Prepared By: Gerald J. Sramek Barrett & Sramek 6446 West 127th St. Palos Heights IL 60463

Quit Claim

The above space for recorder's use only

86283920

THIS INDENTURE WITNESSETH, That the Grantor, Robert R. Plechaty and Arline F. Plechaty, his wife of the County of Will 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 consideration, receipt of which is hereby duly acknowledged, Convey and Quit Claim s unto American National Bank of Bensenville, a 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 17th day of October, 19 86, and known as Trust Number 85-149, the following described real estate in the County of Cook and state of Illinois, to-wit:

Lot 18 in Burr Oaks Glen Unit 3, a subdivision of part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, in the Village of Burr Ridge, Cook County, Illinois. Permanent Tax No. 18-31-101-003-0000 Commonly Known as: 11714 Briarwood Lane, Burr Ridge, Illinois

SUBJECT TO covenants, conditions and restrictions of record including declaration recorded as doc. no. 26915063 and declaration of covenants, conditions and restrictions, Burr Oaks Glen, IL recorded as doc. no. 8506299; public and utility easements; general taxes for the year 1985 and subsequent years zoning and building laws and ordinances.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell in 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 donate, to dedicate, to mortgage, pledge, to 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, at 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 hereafter, to contract to make leases and to grant options to lease and options to purchase the whole or any part of the premises 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 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 said real estate, or be obliged to see that the terms of this 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) who claims 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 in said Trust Agreement and in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (b) 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 (c) 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, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank of Bensenville, 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 in or by or for their agent or attorneys may do or omit in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any instrument 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 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 said real estate, 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 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 American National Bank of Bensenville 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 a 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 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, 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

30 day of JUNE 19 86 Robert R. Plechaty (SEAL) Arline F. Plechaty (SEAL)

State of Illinois ) SS. 1. Gerald J. Sramek a Notary Public in and for said County, in the state aforesaid, do hereby certify that Robert R. Plechaty and Arline F. Plechaty, his wife

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 30 day of JUNE 19 86.

Notary Public

Tax Bill To: RETURN TO GRANTEE AMERICAN NATIONAL BANK OF BENSENVILLE BENSENVILLE, ILLINOIS 60106

For information only insert street address of above described property.

This space for affixing Riders and Revisions

86283920

Document Number

# UNOFFICIAL COPY

COOK COUNTY RECORDING  
CLERK'S OFFICE  
100 N. WASHINGTON ST.  
CHICAGO, ILL. 60602  
TEL: 312.760.2000

88583350

THE PROPERTY OF ROBERT R. PLOCHY, JR. AND ADRIAN T. PLOCHY, JR. IS HEREBY RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON 07/07/84 AT 10:01:00 AM. THE AMOUNT OF THE TRANSACTION IS \$3455.00. THE PROPERTY IS DESCRIBED AS: 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 1314 BRIDGE STREET, CHICAGO, ILLINOIS.

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$11.25  
74333 TRAN 2002 07/07/84 10:01:00  
#3455 # A \* 04-283920  
COOK COUNTY RECORDER

RECORDED FOR THE  
CLERK OF COOK COUNTY  
JULY 7 1984

88583350

86283920

86283920

ROBERT R. PLOCHY, JR.  
ADRIAN T. PLOCHY, JR.  
GUYMON A. STANLEY  
CHICAGO, ILLINOIS