DEED IN TRUST

87456371

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, PEDRO and ANITA G. PACUBAS, his wife of the County of DuPage and State of Illinois, for and in consideration of the sum of --- Ten and No Cents --------------------------- Dollars ($ 10.00 ------), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant — unto WASHINGTON BANK AND TRUST COMPANY OF NAPERVILLE, a/k/a WESTBANK/Naperville an Illinois banking corporation whose address is P.O. Box 355, Washington and Gartner Road, Naperville, Illinois 60566, as Trustee under the provisions of a certain Trust Agreement, dated the 6th day of July 1987, and known as Trust Number 87-012,

the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 10, 11, and 12 in King's Lane Subdivision, being a Subdivision of part of the Southeast 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois

Accommodation

87456371

EXEMPT UNDER PROVISIONS OF PARAGRAPH e SECTION 4, REAL ESTATE TRANSFER TAX ACT.

7/21/87
DATE — BUYER, SELLER OR REPRESENTATIVE

RFO 010 = 407-10
011 = 407-11
012 = 407-12

Address of Property: 1108 and 1114 Ash Street, Elgin, Illinois
Permanent Index Number: 06-18-405-010; 06-18-405-011; 06-18-405-012

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 to improve, *manage, protect and subdivide* said real estate or any part thereof, to dedicate parks, streets, highways or alleys 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 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 donate, 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 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 198 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 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 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 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 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 title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Washington Bank and Trust Company of Naperville, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any *claim, judgement 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Washington Bank and Trust Company of Naperville 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 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 ______ aforesaid has ______ hereunto set ______ hand ______ and seal ______ this 7th day of July 1987

______ [SEAL] ______ [SEAL]

Pedro Pacubas [SEAL] Anita G. Pacubas [SEAL]

STATE OF Illinois }
County of Cook } ss.

I, Evelyn K. Prochenski a Notary Public in and for said County, in the State aforesaid, do hereby certify that Pedro Pacubas and Anita G. Pacubas,

Personally known to me to be the same person s whose name s 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 seal this 7th day of July A.D., 1987

Evelyn K. Prochenski
Notary Public

My commission expires August 6, 1988

This space for affixing riders and revenue stamps

Document Number

Return to:
Washington Bank and Trust Company of Naperville
Box 355
Washington and Gartner Road
Naperville, Illinois 60566

This Document prepared by
WESTBANK / Westbrook Long Center
... Illinois

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COOK COUNTY RECORDER

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