

UNOFFICIAL COPY

87511168

Marilynn J. Streit signs this deed for purposes of waiving homestead rights.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Kenneth F. Streit, married to Marilynn J. Streit of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100ths Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto AMERICAN NATIONAL BANK OF ELGIN a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 26th day of August 19 87, and known as Trust Number 1768, the following described real estate in the County of Cook and State of Illinois, to wit:

The South half of lot 8 and the North 48 feet of lot 9 in block 21 in Prospect Park Country Club Subdivision of the South East quarter of Section 11 and the South 15 acres of the East half of the North East quarter of Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 08-11-400-033 Common Address: 414 See-Gwan Avenue, Mount Prospect, Illinois.

COMMONLY KNOWN AS

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, or any successor in trust, to dedicate, park, create, highway or alley and to dedicate any subdivision or part thereof, and to subordinate said real estate or any part thereof, to contract to sell, to grant options in trust and in grant to such trustees or successors in trust all of the title, estate, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, in any part thereof, in lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease 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 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 lease or to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract to purchase the same, to partition or in 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 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 Deeds 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 BANK OF ILLINOIS with all the title, estate, rights, power, authority, duties and obligations of it, but no such predecessor.

This conveyance is made upon the express understanding and condition that neither AMERICAN NATIONAL BANK OF ILLINOIS, individually or as Trustee, nor its successors or assigns shall be liable for any personal liability or be authorized in any way to incur any liability or be held liable 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 under the provisions of any amendments or modifications thereof, or for injury to person or property happening in or about said real estate, any and all such liability being 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 at 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 from the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only in far as the trust property and funds in the actual possession of the Trustee shall be available for the payment and discharge thereof. All persons and corporations whatsoever 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, profits and proceeds accruing 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 to interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in BANK OF ILLINOIS the entire legal and equitable title in fee simple, in and to all of the real estate above described.

And the said grantor hereby expressly waives and releases any and all right or benefits under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid have hereunto set their hand and seal this 5th day of October, 19 87.

Kenneth F. Streit (Signature) Marilynn J. Streit (Signature)

STATE OF Illinois) I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that County of Kane) ss. Kenneth F. Streit Marilynn J. Streit

personally known to me to be the same person whose name is 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 5th day of October, A.D. 19 87.

Theresa A. Catlin (Signature) Notary Public. My commission expires

Prepared by: Karen L. DeBack AMERICAN NATIONAL BANK OF ELGIN Trust Department 24 E. Chicago Street Elgin, Illinois 60120

MAIL TO:



Filed for record in Recorder's Office of Kane County, Illinois

at o'clock M.

Recorder of Deeds.

BANKPRINT, INC.

87511168

Exempt under provisions of Paragraph E Section 4 Real Estate Transfer Tax Act. Our 5/1987. Kenneth F. Streit

Buyer, Seller or Representative:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING
T#1111 TRAN 6415 10/05/87 15.43
#0669 #A *87-54146
COOK COUNTY RECORDER

87511466

MAIL TO American NATL BANK
24 E. Chicago St.
Elyria, Ill 60120

12 Mail

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