

AS USED IN THIS DOCUMENT, THE TERM "FORD CITY BANK & TRUST CO." SHALL MEAN "COLE TAYLOR BANK & TRUST CO."
 WARRANTY-DEED IN TRUST 87640325

UNOFFICIAL COPY

12.00

The above space for recorder's use only

71-24-6674-101

THIS INDENTURE WITNESSETH, That the Grantor, George L. Bruckert, Jr., Trustee under the Last Will and Testament of George L. Bruckert, deceased of the County of Cook and State of Illinois for and in consideration of the sum of Ten Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warrant S unto FORD CITY BANK & 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 1st day of September 1987 and known as Trust Number 4777, the following described real estate in the County of Cook and State of Illinois, to wit:

LOTS 1 THROUGH 24, BOTH INCLUSIVE, AND OUTLOT 25 IN TARTAN RIDGE OF BURR RIDGE BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

55TH STREET AND WOODVIEW ROAD BURR RIDGE, ILL

Permanent Index Number: 18-18-101-002 Dr.

COOK COUNTY, ILLINOIS
 FILED FOR RECORD

1987 DEC -3 AM 10:17

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SUBJECT TO easements and restriction of record and real estate taxes subsequent to the year 1986

TO HAVE AND TO HOLD the said real estate with the appurtenant rights therein, and for the uses and purposes herein set forth in said Trust Agreement set forth. Full power and authority is hereby granted to said Trustee to improve, alter, extend and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys or to create any subdivision or part thereof, and to resubdivide said real estate (whether or not so desired), to convey 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 in a subject to or in reversion in trust and to grant to such successor or successors in trust all of the title, estate, power and authorities vested in said Trustee, to donate, to mortgage, charge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, an possession or reservation, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not extending in the case of any single lease beyond 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 option (in whole or in part) to purchase the whole or any part of the premises and to contract respecting the manner of filing the amount of present or future rentals, to purchase or to contract to purchase or to lease or to contract to lease any real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest, with or without assent or appointment to said real estate or any part thereof, and to do 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 to do 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 any part thereof shall be concerned to see that the terms of this trust have been complied with, or be obliged 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, as respects to said real estate shall be conclusive evidence in favor of every person (including the Register of Titles of said county) relying upon or claiming under any such deed, 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement, and (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 duly vested with all the title, estate, rights, powers, authorities, duties and obligations of the, 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, nor its successors 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 with respect to said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liabilities being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or incurred by the Trustee in connection with said real estate shall be entered into by it in the name of the then beneficiary under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointing it for such purposes, in the event 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 contractual liability or indebtedness except only so far as the trust property and funds at the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations who hereafter or 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, a sale and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be personal property, and no lien, security, mortgage or other charge shall have any title or interest, legal or equitable, in or to said real estate in such, but only an interest in the earnings, a sale and proceeds thereof as aforesaid, the same to be held being so held in said Ford City Bank and Trust Co. in the same 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 Register of Titles is hereby directed not to register or note in the county of Illinois the 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 Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate is in accordance with the true intent and meaning of the trust.

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

In Witness Whereof, the grantor aforsaid has S hereunto set his hand and seal this 21st day of October 1987.
 (SEAL) George L. Bruckert, Jr.
 (SEAL) Trustee under the last will & testament of George L. Bruckert, deceased.

State of Illinois }
 County of Cook } SS. I, Barbara A. Briel, a Notary Public in and for said County, in the state aforesaid, do hereby certify that George L. Bruckert, Jr., Trustee under the Last Will and Testament of George L. Bruckert, Deceased, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and discharge of the right of homestead.

"OFFICIAL SEAL"
 Barbara A. Briel
 Notary Public, State of Illinois
 DuPage County, Illinois
 My Commission Expires July 30, 1993

Given under my hand and notarial seal this 21st day of October 1987.
Barbara A. Briel
 Notary Public

This document was prepared by:
 George L. Bruckert, Jr.
 208 South LaSalle Street, #650
 Chicago, IL 60604

Records due to the bank was incorrect

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 DEPT. OF REVENUE
 1250.00

COOK COUNTY
 REAL ESTATE TRANSFER TAX
 STAMP
 250.00

87640325

MAIL TO: FORD CITY BANK AND TRUST CO.
 7601 South Cicero Avenue
 Chicago, Illinois 60652
 Attn: Mark W. Trevor
 FORM NO. 69315
 Recorder from ILLIANA FINANCIAL INC.
 BOX 333-CC

See information only street address of above described property.

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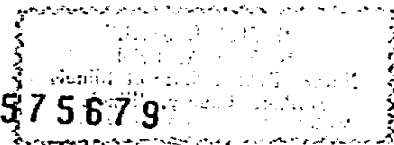
Property of Cook County Clerk's Office

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