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870693330

Warranty
Deed in Trust - ~~REGISTERED~~

THIS INDENTURE WITNESSETH that the Grantors, DAVID S. HEMMER and PAULA HEMMER, his wife,

of the County of Kane and State of Illinois, for and in consideration of TEN and No/100 (\$10.00) Dollars and other good and valuable considerations in hand paid, CONVEY AND WARRANT unto THE FIRST NATIONAL BANK OF ELGIN,

a National Banking Association with trust powers, of Elgin, Illinois, as Trustee under the provisions of a trust agreement dated the 19th day of February 1985 known as Trust Number 4437 the following

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

That part of the South 1/2 of Section 7, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the North East corner of Lord's Park, being also the North West corner of the East 1/2 of the North West 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian; thence North 88 degrees 38 minutes East 916.73 feet for the place of beginning; thence North 02 degrees 45 minutes East 517.88 feet to the Southerly right of way of State Route 58; thence South 88 degrees 45 minutes East along said right of way line, 190.0 feet; thence South 02 degrees 45 minutes West 510.41 feet to the North line of Parkwood, Unit No. 1 according to the plat recorded as Document 21330815; thence South 88 degrees 38 minutes West along said North line 190.39 feet to the place of beginning in Cook County, Illinois. PIN: 06-07-302-028 *WS*

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract with or grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises 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 property or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or 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 specifying the manner of fixing the amount of present or future rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, as 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, so 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 some amendment thereof and binding upon all beneficiaries thereunder, so that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and so 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 waives and releases 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.

I Witness Whereof, the grantor s aforesaid have hereunto set their hand and seal this 29th day of January 19 87

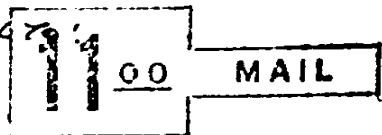
SEAL x David S. Hemmer (SEAL)
David S. Hemmer
SEAL x Paula Hemmer (SEAL)
Paula Hemmer
SEAL

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, REAL ESTATE TRANSFER ACT.
DATE: 2/3/87
Agent

870693330



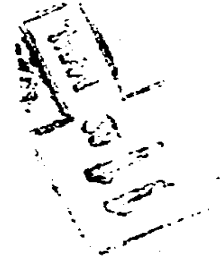
THIS INSTRUMENT PREPARED BY: AND MAIL TO
JOHN H. BENCHELONA
1000 Jerie Blvd. - Suite 140
Oak Brook, Illinois 60521



ADDRESS 1615 Summit, Elgin, IL 60120

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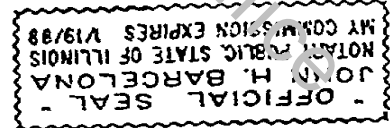
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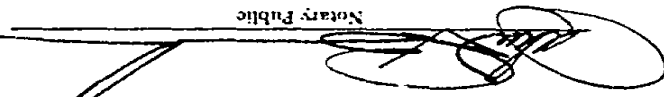


Property of Cook County Clerk's Office

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COOK COUNTY RECORDER

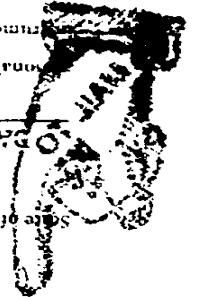


Notary Public

19 87

Given under my hand and notarial seal this 27 day of January, 19 87
including the release and waiver of the right of homestead.
delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth.
ment, appeared before me this day in person and acknowledged that they
signed, sealed and
nally known to me to be the same persons whose names are
subscribed to the foregoing

DAVID S. HEMMER and PAULA HEMMER, his wife
I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that

ILLINOIS, County of COOK



1987