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THIS INDENTURE WITNESSETH, that the Grantor CARL E. BENZING AND MAXINE I. BENZING, His Wife.

of the County of Cook and State of Illinois for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and unto the MARQUETTE NATIONAL BANK, a National Banking Association of Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the 28th day of May 1986, known as Trust Number 11305, the following described real estate in the County of Cook and State of Illinois, to-wit:

The East 1/2 of South 1/2 of Lot 5 and the East 1/2 of Lot 6 in Grover C. Elmore and Company's Addition to Palos Park, being a Subdivision of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 37 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

*1940* *23-35-207-001* *1940 LOT 5*  
Permanent Index No.: 23-35-207-001 Commonly Known as: 12948 South 82nd Avenue, Palos Park, Illinois 60462 SEE REVERSE FOR EASEMENT.

THIS INSTRUMENT PREPARED BY: James F. Kirk, Attorney, Suite 202-17500 South Oak Park Avenue, Tinley Park, Illinois 60477

TO HAVE AND TO HOLD the said premises with the appurtenances thereto the trusts and for the uses and purposes herein and in said trust agreement set forth.

All power and authority is hereby granted by said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or ways and to varigate any subdivision of part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to lease 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 successors or successors in trust all of the title, estate, powers and authorities vested in said trustee, to create, to re-create, 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 199 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, 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 property, or any part thereof, the other real or personal property, to grant easements or charges of any kind, to release, to vary or assign any right title or interest in or about or over any 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 owing 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 managed by said trustee, be obliged to see to the application of any purchase money, or money borrowed or advanced on behalf of, or be obliged in any way 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 permitted 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 dealing with said trustee, or any such transferee, trustee or other instrument, (a) that at the time of the delivery thereof the trust created by this instrument and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and covenants contained in this indenture and in said trust agreement or its some amendment the end and binding upon all beneficiaries thereunder, (c) that said trustee 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, titles and obligations of the, his or their predecessor 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 enter 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 all right of benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor, S. Averett to U.C. Benzinger as their hand and seal s  
this 21st day of March 87

Carl E. Benzinger (Seal)  
Carl E. Benzinger  
(Seal)

Maxine I. Benzinger (Seal)  
Maxine I. Benzinger  
(Seal)

State of Illinois ss. I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, do hereby certify that CARL E. BENZING AND MAXINE I. BENZING, His Wife.

personally known to me to be the same persons whose names are annexed to the foregoing instrument, appeared before me this day in person and acknowledged that they did, in fact, sign, seal and deliver 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 21st day of March 87

Commissioner of Deeds 4-23-89

ADDRESS OF GRANTEE

Marquette National Bank  
6316 S. Western Ave.  
Chicago, Ill. 60636  
Box 600

For information only insert street address of  
above described property.

# UNOFFICIAL COPY

An easement for drainage is reserved on the north 5 feet of this parcel for the benefit of the adjacent westerly lots (W 1/2 of S 1/2 of Lot 5, and W 1/2 of Lot 6).

Property of Cook County Clerk's Office  
LIS 8042248