

UNOFFICIAL COPY

This Indenture Witnesseth, That the Grantor, Michael D.

Charzewicz and Doris M. Charzewicz, his wife

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and .00/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 19th day of December 19 86, and known as Trust Number 17911791, the following described real estate in the County of Cook and State of Illinois, to-wit:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 24, BEING 1331.88 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SECTION 24, THENCE EAST ALONG A COURSE BEING PERPENDICULAR TO THE WEST LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 250 FEET; THENCE NORTH ALONG A COURSE BEING PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 174.24 FEET; THENCE WEST ALONG A COURSE BEING PERPENDICULAR TO THE WEST LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 250 FEET, TO A POINT ON THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 24; THENCE SOUTH ALONG THE SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 24, A DISTANCE OF 174.24 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 50 FEET THEREOF), ALL IN TOWNSHIP OF ELK GROVE, COOK COUNTY, ILLINOIS.

SUBJECT TO General Taxes for the year 1986 and subsequent years, covenants, conditions and restrictions of record and building and zoning laws and ordinances.

TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trust, 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 convey, lease, let, and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any or all lots comprised therein, and to resubdivide said real estate as often as desired, to enter into, sell, or grant options to purchase, to sell, or otherwise dispose of, either with or without consideration, to convey said real estate or any part thereof to a lessor or lessee of any kind or kind, and to grant, convey, or otherwise transfer in trust all of the title, estate, powers and authorities vested in said Trustee, to dominate, predominate, to have, occupy, and otherwise encumber and real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, on such terms and for such term as may be agreed, to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the aggregate one hundred years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, renew, modify leases and the terms and provisions thereof at any time or times hereafter, to contract to lease, have and to grant, assign, release, and waive, renew, leases and options to purchase the whole or any part of the possession and to contract respecting the same, during the present or future rentals, to partition or to exchange, and real estate, or any part thereof, or other real or personal property, to create easements, charges of any kind, to release, convey or assign any right, title or interest in or to any or all of the above described real estate, or to sell, or to deal with, said real estate and every part thereof, in all other ways and for such other purposes as aforesaid, as it would be lawful for a person owning the same to deal with the same, whether similar to or different from the ways above described, 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 held, leased, or managed 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 account of 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 authenticity, validity 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 any deed, will, deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, shall be a sufficient evidence in law of every person including the Registrar of Titles of said county, relying upon or claiming under any such conveyance, lease or other instrument, that (a) 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and funding upon all beneficiaries herein defined, that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, will, deed, mortgage or other instrument and (d) that no conveyance is made to a successor in trust, that such successor of successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the persons so their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, individually or as Trustee, nor its successor or successors in trust shall ever, pay, pass, hold, 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 in or on 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 counterparty, assignee, or other person holding title to the property 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, and 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 far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All corporations whomsoever and whatever 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 the earnings, avails and proceeds therefrom, the intention hereof being to vest in said First National Bank of Des Plaines 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 B hereby expressly waive any 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 B aforesaid has hereunto set their hand and seal this 22nd day of December 19 86.

(SEAL)

(SEAL)

Michael D. Charzewicz (SEAL)
Doris Charzewicz (SEAL)

UNOFFICIAL COPY

MUST NO. 1791111

Deed in Trust

WARRANTY DEED

All ~~to~~ to

THE FIRST NATIONAL BANK
OF DES PLAINES

701 Lee Street

Des Plaines, Illinois 60016

1200 MAIL

DEPT-Q1 RECONDING 0888 05/20/82 4-SB-90
7102225778430 08495 13 47-272625
COOK COUNTY RECORDER
112-25

Property of Cook County Clerk's Office

87272625

RECEIVED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
MAY 24, 1988

NOTARY PUBLIC

March 31, 1987 A.D. 1987

Given under my hand and Notarized Seal this

including the release and waiver of the right of homestead.

as Charles L. Charette (lives and resides) etc. for the same and purposes herein set forth.

acknowledged that Charles L. Charette (lives and resides) etc. has this day in person and

subscribed to the foregoing instrument, appeared before me this day in person and

personally known to me to be the same person, whose name is Geraldine Scialfa.

a Notary Public to act for said County, in the State aforesaid, do hereby certify that

Charles L. Charette and Geraldine Scialfa, his wife

I, Geraldine Scialfa

COUNTY OF COOK

STATE OF ILLINOIS

