

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Louis J. Koenigseder, a bachelor... of the County of Cook and State of Illinois... for and in consideration of the sum of Ten Dollars 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 Warrant unto The State Bank Of Woodstock a corporation duly organized and existing as an Illinois Banking Corporation under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustees under the provisions of a certain Trust Agreement, dated the 29th day of August 19 88, and known as Trust Number 4315, the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit Number 1-209 in Steeple Hill Condominium, as delineated on a survey of the following described parcel of Real Estate: Lot 1 of Hoffman Estates Apartments, A Subdivision in the North East 1/4 of Section 16, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 25288100 together with its undivided percentage interest in the common elements.

Subject to the real estate taxes for the year 1987 and 1988 and subsequent years thereafter and all easements, covenants, conditions, and restrictions of record.

SUBJECT TO

Property 56.5 Acre, Unit 209, Hoffman Estates, Ill.

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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to make any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without considerations, to convey said real estate or any part thereof to a successor in trust and to grant to such successor or successors in trust all the title, estate, powers and authorities vested in said Trustee, to mortgage, pledge or otherwise encumber said real estate, to lease, to lease or any part thereof, for any term, in possession or reversion, by leases to commence in present or in future, and upon any term, and for any period or periods of time, not exceeding in the case of any single demise 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 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 real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or sign any right, title or interest in or about or easement 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 conveyed by said Trustee, or any successor in trust, be obliged to see to the applications 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 subjected 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 Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, so 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 thereof, under, to 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 (c) 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 predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The State Bank Of Woodstock, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or their agent or attorney may do or omit to do in or about the said real estate or under the provisions of this Deed of 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 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 beneficiaries under said Trust Agreement as 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 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 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, 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 trust property and funds in the actual possession of the Trustee hereunder, in or to said real estate, the State Bank Of Woodstock 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 to register or note in the certificate of title or duplicate thereof, of 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 same to the Registrar of Titles or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 1st day of September 19 88

Louis J. Koenigseder (SEAL)

State of Illinois) Angela L. Prolletz, a Notary Public in and for said County, in County of McHenry) the state aforesaid, do hereby certify that Louis J. Koenigseder, a bachelor

personally known to me to be the same person whose name 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 waiver of the right of homestead.

My Commission Expires 12 31 91

1st day of September 19 88 This instrument prepared by ANGELA PROLLETZ

THE STATE BANK OF WOODSTOCK P. O. BOX 729 WOODSTOCK, ILL. 60098

SUBURBAN BANK OF BARRINGTON 333 N. Northwest Highway Barrington, Illinois 60010

Signature Date 5/8/88

Document Number 88481958

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Open in Trust

TO

Trust Department

The State Bank of Woodstock

On the City Square in Downtown Woodstock

Telephone 815-338-3131

Property of Cook County Clerk's Office

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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mail to:

SUBURBAN BANK OF BARRINGTON
333 N. Northwest Highway
Barrington, Illinois 60010

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