

UNOFFICIAL COPY

This Indenture Witnesseth That the Grantor JOHN W. ELDER and DEBRA O. ELDER,
HIS WIFE, 901 Graceland Ave., Des Plaines, IL.

of the County of Cook
Ten (\$10.00)

and the State of Illinois

for and in consideration of

Dollars,

and other good and valuable consideration so hand paid, Give and Warrant unto **Lafayette National Bank**, a national banking association of Elgin, South LaSalle Street, Chicago, Illinois, trustee or successoring as trustee under the provisions of a trust agreement dated the 12th day of July 1988 known as Trust Number

113352

the following described real estate in the County of

Cook

and State of Illinois, to wit

Lot 12 (except the South 50 feet thereof) in Block 5 in Patson and Lee's Addition to Des Plaines in the North West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 20, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Subject to: General Taxes for the year 1988 and subsequent years.

To the best of my knowledge
I am the owner of the above property.
I have no record of any liens.
I have no record of any encumbrances.

Block 5
Lot 12
1/4 NE of Section 20
Twp 41 N
Rd 12 E
C. of Des Plaines
Cook Co., IL
100' S. of 95th Street
100' E. of 1st Avenue
100' W. of 2nd Avenue
100' S. of 86th Street

Prepared By **Ulana M. Baransky**, 7324 N. Monon, Chicago, IL 60646

Property Address: 901 Graceland Ave., Des Plaines, IL 60016

Permanent Real Estate Index No. 09-20-203-021

To have and to hold the said premises with the appurtenances, upon the trusts and for 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 to sell, to grant options to purchase, to sell on any terms, to convey, give, lease 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 charge said property, or any part thereof, to lease said property, or any part thereof, from time to time as power or right may exist, by leases to commence in present or in future, and upon any terms and for any period or periods of time not exceeding in the case of any single term, 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 options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the management of the property to lease rentals, to partition or to exchange said property, or any part thereof, for other real or personalty or property, to lease, to leasehold, to let, to release, to convey or assign any right, title or interest in or about or management appurtenant to said premises, or any part thereof, at any time, to any person or persons the same as equal 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 the 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 terms, of said trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to, and real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by the indenture and by said trust agreement was in full force and effect, (b) that the 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 thereto 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 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.

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 cases 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.

In Witness Whereof, the grantor **S** aforesaid has hereunto set **their** hands and seal this 12th day of September 1988

of September 1988

John W. Elder
(SEAL)

Debra O. Elder
(SEAL)

BOX #154

