

QUIT CLAIM DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH: That the Grantor, Thaddeus J. Frys a/k/a Thaddeus J. Frys, Jr., divorced and not since remarried of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey unto LAND OF LINCOLN SAVINGS AND LOAN, 1400 N. Cannon Drive, Hoffman Estates, IL 60196, an Illinois corporation duly organized and existing under the laws of the State of Illinois, 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 18th day of May, 1988, and known as Trust Number 264, the following described real estate in the County of Cook and State of Illinois, to-wit:

Street address 158 S. Brockway St., Palatine, IL. 60067
Legal description Lot 38 in Warnoke Addition to Palatine in the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

MAY 31 88 24639 88230311 B --- Rec

12.00

Real Estate Index No. 02-22-217-074

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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 purchase, manage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys and to vacate any subdivision or any part thereof, and to redivide said real estate as then acquired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to lease or to grant options to lease and options to renew leases, to grant 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 of fee, to change said real estate, if any part thereof, for other real or personal property, to grant easements or barges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, including the power to release, convey or assign to another trustee conferring upon said trustee all of the power and authority herein conferred upon LAND OF LINCOLN SAVINGS AND LOAN, and to deal with 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 aforesaid, at any time or times hereafter.

It is agreed that any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any such 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 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, 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 or lease or other instrument, in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (c) 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 (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, duties and obligations of said Trustee, or any successor in trust.

This conveyance is made upon the express understanding and condition that neither LAND OF LINCOLN SAVINGS AND LOAN nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment, or decree for anything if or they or its 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 or said Trust Agreement or any amendment thereto, or for injury to person or property hereinafter 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 beneficiary under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purpose, 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, past, present 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, assets and proceeds arising from the sale or any other disposition of said real estate, and no 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 as interest in the earnings, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said LAND OF LINCOLN SAVINGS AND LOAN 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 Title is hereby directed not to register or note in the certificate of title duplicate thereof, or memorial, the words "trust," or "trust agreement" 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 said Trust Agreement 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, releases and conveys, and releases, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, relating to the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid, hereunto set his hand and seal this 18th day of May, 1988. Thaddeus J. Frys

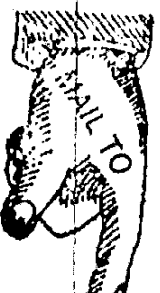
State of Illinois, the undersigned, a Notary Public in and for said County, County of Cook, in the state aforesaid, do hereby certify that Thaddeus J. Frys a/k/a Thaddeus J. Frys, Jr., divorced and not since remarried

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. Given under my hand and notarial seal this 18th day of May, 1988.

Notary Public Linda Gaedling 9/19/89

EXEMPT under provisions of the Real Estate Transfer Tax Act, Sec. 4 Par. 2 Date: 5/18/88 Br. Linda Gaedling Notary Public

This space for affixing Riders and Revenue Stamps



LAND OF LINCOLN SAVINGS AND LOAN 1400 N. Cannon Dr Hoffman Estates, IL 60196 712.885.1005 Member FSIC A Member of the Land of Lincoln Financial Services Network

THIS INSTRUMENT PREPARED BY: OF LINCOLN SAVINGS & LOAN. Linda Gaedling 1400 N. Cannon Drive Hoffman Estates, Ill. 60194

Document Number 88230311 12.00

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