

DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

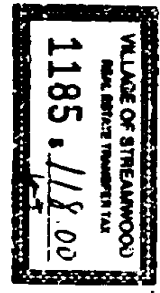
THIS INDENTURE WITNESSETH, that the Grantors RICHARD J. HEMBURY, divorced and not since remarried and ANNA MAURICI, formerly known as ANNA HEMBURY, of the County of Cook and State of Illinois for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, divorced and not since remarried. (S 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey and Warranty unto Charter Bank & Trust of Illinois, an Illinois banking corporation of Hanover Park, 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 1ST day of JULY 1979 and known as Trust Number 689 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 87 in Canterbury Unit Two, being a Subdivision in the South Half of Section 14, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded December 7, 1983 as Document Number 26888398, in Cook County, Illinois.

Permanent Index Number: 06-14-414-014

Commonly known as: 17 Chaucer Lane, Streamwood, Illinois

112.25  
661111 TRAM 4229 10/05/89 10:45:00  
5101 : A \*--89--\*7388 1  
COOK COUNTY RECORDER



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:

That all power and authority herein granted to said trustee with respect to the real estate or any part or parts of it and at any time or times to improve, maintain, protect, defend, defend and real estate or any part thereof, to dedicate any part, streets, highways and alleys and to execute any subdivision or part thereof, and to redivide 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 consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to any successor or successors in trust all of the title estate powers and authorities noted in said Trust Agreement, to lease, 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, to purchase or receive, to lease to commence in the present or in the future and upon any terms and for any period or periods of time and to succeed, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to lease and to grant options to lease and options to renew leases and options to purchase, to purchase or to exchange and real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or connected appertaining to said real estate or any part thereof and to deal with said real estate and every part thereof in any other way and for such other considerations as 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.

That no one shall any party dealing with said Trustee or any successor in trust in relation to said real estate, in which said real estate or any part thereof shall be deemed to be acting or engaged by said Trustee or any successor in trust, be obligated to see to the application of any such trust or any part thereof, or to be allowed in the trust property, or be obligated to see that the terms of the trust have been complied with, or be obliged to see that the said Trustee or any successor in trust is acting in conformity with the terms of the trust or the provisions of any deed or deed of mortgage, lease or other instrument executed by said Trustee, or any successor in trust, or returns to said trust property shall be conclusive evidence in favor of every person dealing with said Trustee or any successor in trust, and in relation to said trust property, (a) that at the time of the delivery hereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other matter was executed in accordance with the terms, conditions and trust herein contained hereon and in said Trust Agreement or in all amendments thereof in and in conformity with the terms and conditions thereof, (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 all of the contents hereof, and (d) that every such deed trust deed lease mortgage or other instrument and all of the contents hereof and all of the estate rights, powers, authorities and obligations of the Trustee or any successor in trust have been properly appointed and are fully vested with all of the estate rights, powers, authorities and obligations of the Trustee or any successor in trust.

That the intention is made upon the express understanding and condition that said Trustee, whether individually or as Trustee, and its successors in trust shall never be personally liable and shall not be subjected to any creditor's judgment or decree for anything if or they do not in their capacity as Trustee or otherwise, may be deemed to do or about the said real estate or under the provisions of this Deed or said Trust Agreement, or any amendment thereof, or for any injury to person or property happening to or about said real estate, any and all such loss or damage to person or property, and no creditor's judgment or decree shall be entered against the Trustee or any successor in trust, or against said real estate, nor shall any such loss or damage be assessed against it or the heirs of the Trustee or any successor in trust, or against any person, in fact, who is or is not a Trustee or any successor in trust, or any person, in fact, who is or is not a Trustee or any successor in trust, or any individual, and the Trustee shall have no obligation whatsoever with respect to any such loss or damage to person or property, except only as far as the trust property and funds in the sole possession, control or management of the Trustee or any successor in trust, or funds thereof. All persons and corporations, partnerships, and individuals shall be charge with notice of the conditions from the date of the filing for record of this Deed.

That the estate of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be held in the savings, and no proceeds arising from the sale or any other disposition of the trust property and such interest as hereby declared to be personal property, and no beneficiary hereunder shall have any title, interest, legal or equitable in or to said trust property, or any part thereof, but only an interest in the savings, and no proceeds thereof at all, until the Trustee or any successor in trust, or any person, in fact, shall have paid to the beneficiary or beneficiaries the full amount of the trust property, as so described.

That the title to one of the trust properties herein in heretofore registered, the Register of Titles is hereby declared to be registered or note in the certificate of title in duplicate thereof, in memorial of the words in trust, or upon conditions, or with limitations, or words of similar import, as herein provided, the statute in such case made and provided.

And the said Trustee hereby expressly waives and releases any 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, in execution of judgments.

IN WITNESS WHEREOF the Grantors RICHARD J. HEMBURY and ANNA MAURICI hereunto set their hand and seal this 19th day of August 1989.



RICHARD J. HEMBURY (Seal)  
ANNA MAURICI (Seal)  
-89-100081

A Notary Public, in and for said County, in the State of Illinois, do hereby certify that MICHAEL J. BELLMAN AS ATTORNEY IN FACT FOR RICHARD J. HEMBURY AND ANNA MAURICI, FORMERLY KNOWN AS ANNA HEMBURY, personally known to me, the said Notary Public, and known to me as ANNA MAURICI, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they read, signed and delivered 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 Notarial Seal this 2ND day of OCTOBER 1989.

8/19/90  
TO: [Handwritten names and addresses]

DOCUMENT PREPARED BY EDWARD G. WELLS & ASSOCIATES 132 S. Northwest Hwy. Pal. IL 60067  
SEND SUBSEQUENT TAX BILLS TO 17 Chaucer Lane Streamwood, IL 60107  
ADDRESS OF PROPERTY 17 Chaucer Lane Streamwood, Illinois 60107  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSE ONLY AND IS NOT A PART OF THIS DEED.

DOCUMENT NUMBER

122

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89-273851

RETURN TO:  
**Charter Bank**  
AND TRUST OF ILLINOIS  
1000 Westing Park Pl.  
Hanover Park, IL 60143  
312.837-2700

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**  
(WARRANTY DEED)

TO  
**Charter Bank**  
AND TRUST OF ILLINOIS

TRUSTEE

\_\_\_\_\_

BANK PRINT INC