

# UNOFFICIAL COPY

89003175

This Indenture Witnesseth, That the Grantor,James Scott and Patricia Scott, his wife,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten dollars and other good and valuable consideration. Dollars (\$.....), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant S 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 22nd day of September 19 88 and known as Trust Number.....

the following described real estate in the County of Cook and State of Illinois, to-wit: Parcel 1: That the part of Lot 18254 (except that part of said Lot 18254 lying South of a line drawn at 90 degrees to the East line of said Lot to a point of said East line 195.43 feet North of the Southeast corner of said Lot), in Section 3, Weatherfield Unit 18, being a subdivision in the Southwest quarter of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois described as follows: Commencing on the West line of said Lot 18254 at a point 879.51 feet North of the Southwest corner of said Lot 18254; thence East 125.65 feet, to the point of beginning of the parcel hereon described; (for the purpose of describing this parcel West line of said Lot 18254 is taken as "North and South") thence North 51.89 feet; thence East 49.00 feet; thence South 1.83 feet; thence West 6.00 feet; thence South 50.06 feet; thence West 43.00 feet, to the point of beginning, in Cook County, Illinois.  
Parcel 2: Easement for ingress and egress for the benefit of Parcel 1 as set forth and defined in the Declaration recorded as Document No. 24384493, in Cook County, Illinois.

Perm. Index No. 07-27-302-020

SUBJECT TO

1077 Dickens Way  
Schamburg, Illinois 60193

89003175

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 execute, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate 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 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, to lease, to encumber said real estate, or any part thereof, and to lease said real estate, or any part thereof, from time to time, in possession or fee simple, by leases to commence in present or in futuro, 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 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 in contract respecting the manner of using 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 assign 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 may 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 mortgaged by said Trustee, or any successor in trust, be obliged to see that the terms of this estate or 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 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, relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of 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, in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 it, his or their predecessor 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 incur any personal liability 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 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 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 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 to 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 whomsoever 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 of any other disposition of said real estate, and such interest is hereby directed 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, 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(s) hereby expressly waive, 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(s) aforesaid ha\_\_\_\_\_ hereunto set their hand(s) and seal(s) this 22nd day of September 19 88.

JAMES SCOTT (SEAL)  
Patricia Scott (SEAL)  
PATRICIA SCOTT (SEAL)  
Patricia Scott (SEAL)

BUYER, SELLER OR REPRESENTATIVE  
Exempt under Provision of paragraph E, Section 4,  
Real Estate Transfer Taxes - Date 9-22-88  
[Signature]

# Deed in Trust

WARRANTY DEED

TO  
THE FIRST NATIONAL BANK  
OF DES PLAINES

701 Lee Street  
Des Plaines, Illinois 60016  
TRUSTEE

# UNOFFICIAL COPY

*Mead*

*Bush & Bush  
PO Box 210  
Chicago, IL 60628 521E0039*

Property of Cook County Clerk's Office

DEPT-01  
T#1111 TRIN 9018 01/04/89 11:32:00  
#6605 # 2 \* 87-003175  
COOK COUNTY RECORDER  
\$12.25

VILLAGE OF SCHAUMBURG  
SEAL  
DATE  
AMT. PAID  
# 3589

521E0039

A Notary Public in and for said County, in the State of Illinois, do hereby certify that  
James Scott and Patricia Scott, his wife,  
are the persons whose names are  
personally known to me to be the same person, whose name is and  
subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that they signed, sealed and delivered the said instrument  
as 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  
September 22nd  
A. D. 19 88.  
*[Signature]*  
Notary Public  
My commission expires 3/27/89

STATE OF  
ILLINOIS  
Jo Davless  
COUNTY OF

ss. Robert A. Bush  
I,