

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Patricia A. Peterson formerly known as Patricia A. Smith, married to Edward M. Peterson and Louise E. Mott married to Russell Mott of the County of Cook and State of Illinois for and in consideration of the sum of Ten and other good and valuable considerations Dollars (\$ 0.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and Warranty \$ unto FIRST NATIONAL BANK OF NILES, ILLINOIS, a National Banking Association duly organized and existing under the National Banking Laws 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 26th day of October 19 84, and known as Trust Number 212, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 10 and 11 in Lump's Subdivision, being a Subdivision of the North 366.17 feet of Lot 3 in Henning's Subdivision of Lots 42 and 43 together with the North 16 feet of Lot 44 in County Clerk's division of Section 20 and the Northeast Quarter of Section 19, Township 41 North, Range 13 East of the Third Principal Meridian, except the North 100.17 feet of the East 85 feet of Lot 3, in Cook County, Illinois.  
Tax I.D. # 10-20-100-025

DEPT-01 RECORDING \$13.25  
781111 TRAN 0468 11/09/90 16:07:00  
09559 A \* -90-550400  
COOK COUNTY RECORDER

SUBJECT TO covenants, conditions and restrictions of record; private, public and utility easements; road and highways; party wall rights and agreements; general taxes for the 1990 and subsequent years.

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.

The 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 vacate an subdivision or part thereof, and to resubdivide said real estate as often as he may see fit to contract to sell, to grant options to purchase, to sell in any terms, to convey either with or without consideration, to convey said real estate to 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, power 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 any season or seasons, by lease to commence in present or in future, upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 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 lease 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 aforesaid at any one 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 to the application 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 Agreement, complied with, or be obliged to inquire into the authority, capacity or solvency of any act of said Trustee, or be obliged or permitted 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, (a) 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 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 its, his or their predecessor in trust.

The conveyance is made upon the express understanding and condition that neither the Trustee nor any successor or successors in trust shall incur any personal liability or be subjected to any claim, demand or distress for anything if or the rights of the 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 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 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 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, or any part thereof, or any interest therein, or any right or claim in or to said real estate, or any part thereof, or any interest therein, in said First National Bank of Niles, the entire legal and equitable title in, to and to all of the real estate above described.

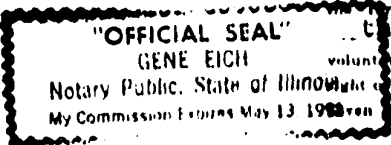
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or any of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said 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 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 as aforesaid have hereunto set their hand \$ and seal this 31st day of October 19 90

Louise E. Mott [SEAL] Russell Mott [SEAL]  
Patricia A. Peterson [SEAL] Edward M. Peterson [SEAL]

State of Illinois )  
County of Cook )  
I, Gene A. Eich a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patricia A. Peterson formerly known as Patricia A. Smith and Edward M. Peterson, husband and Louise E. Mott and Russell Mott are personally known to me to be the same person S whose name S aforesaid subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed 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



Notary Public, State of Illinois  
My Commission Expires May 13 1995  
Gene A. Eich 31st day of October 19 90  
Notary Public

Brooks, Hankins & Swiatkowski  
15100 S. LaGrange Road  
Orland Park, IL 60462

8732 Ferris, Morton Grove, IL 60053  
For information only insert street address of above described property.

VILLAGE OF MORTON GROVE REAL ESTATE TRANSFER STAMP  
NO 01243 AMOUNT \$ 119.00 DATE 10-31-90  
ADDRESS 8732 FERRIS AVE  
BY Gene M. Eich

This space for affixing Holographic and Breach Name

90550400  
Document Number

1325

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**BROOKS, HANKINS, & SWIATKOWSKI, LTD.**  
ATTORNEYS AND COUNSELORS AT LAW  
15100 SOUTH LA GRANGE ROAD  
ORLAND PARK, ILLINOIS 60462

MAIL TO:

90550400

Property of Cook County Clerk's Office

MAIL TO:

**BROOKS, HANKINS, & SWIATKOWSKI, LTD.**  
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