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THE GRANTOR Earl J. Hovorka and Jeannette L. Hovorka, his wife

UNOFFICIAL COPY 90535393

of the County of Cook and State of Illinois for and in consideration of Ten (\$10.00)

Dollars, and other good and valuable considerations in hand paid, Convey and (WARRANT /QUIT CLAIM)\* unto **FIRST ILLINOIS BANK & TRUST, ITS SUCCESSOR OR SUCCESSORS**, as Trustee under the provisions of a trust agreement dated the 16th day of November, 1990, and known as Trust Number 10021 (hereinafter referred to as the "trustee,") the following described real estate in the County of Cook and the State of Illinois, to wit:

(The Above Space For Recorder's Use Only)

The South half of Lot 43 in E. A. Cummings and Company's Ogden Avenue Subdivision of lots 63, 64 and 65 and the West 37 feet of Lots 66, 67 and 68, all in the Circuit Court Partition of Part of Section 31, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

HEREINAFTER CALLED "THE REAL ESTATE".  
Common Address 3548 S. Scoville, Berwyn, Il. 60402  
Real Estate Tax ID Number(s) 16-31-404-033

TO HAVE AND TO HOLD the real estate with the appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority are hereby granted to the trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without covenants, conditions, powers and authorities vested in the trustee; to donate, to dedicate, mortgage or otherwise encumber the real estate or any part thereof; to lease the real estate, or any part thereof, from time to time, in possession or reversion, by lease, 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 demise the term of 99 years, and to renew or extend leases from any term 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 manner of fixing the amount of present or future rentals; to partition or to exchange the real estate, or any part thereof, for other real or personal property; to grant easements or changes of any kind; to release, convey or assign any right, title or interest in real or personal property; to grant easements or changes of any kind; to release, convey or assign any right, title or interest in real or personal property; to deal with the 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 above specified, at any time or times hereafter.

In no case shall any party dealing with the trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or to 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 the trustee, or be obliged or compelled to inquire into any of the terms of the trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 delivery thereof the trustee acted honestly and by the trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained herein and in the trust agreement; or in any amendment thereof and binding upon all beneficiaries thereunder; (c) that the 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 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.

This conveyance is made upon the express understanding and condition that neither the 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 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 amendments thereto, or for injury to person or property happening in or about said real estate, and all such liability being 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 trustee, 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, obligations 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 whatsoever and whose names shall be charged with notice of this condition, from the date of the filing for record of this deed.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the mortgage, sale, or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary under the trust agreement shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possessions, 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 case 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 have VE hereunto executed this deed this 16th day of November, 1990

Jeannette L. Hovorka Earl J. Hovorka

OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires 8/24/91

Du Page ss.  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Earl J. Hovorka and Jeannette L. Hovorka, his wife personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the releases and waiver of the right of homestead.

Given under my hand and official seal, this 16th day of November, 1990  
Commission expires 8-24- 19 91

This instrument was prepared by J. Scott Marsik, Attorney at Law 4112 Cass Ave.  
Westmont, Il. 60559  
(NAME AND ADDRESS)

THIS TRANSACTION IS EXEMPT UNDER PARAGRAPH 17 OF THE BERYW. CITY CODE SEC. 18-38 AFFAIRS DEPARTMENT REVENUE STAMPS HERE

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Act.

First Illinois Bank & Trust

DATE 11-21-90 TELLER MM

By: Scott Marsik

Date: 11-16-90 By: MM



MAIL TO: **First Illinois Bank & Trust**  
14 South LaGrange Road  
LaGrange, Illinois 60525  
ATTENTION: LAND TRUST DEPARTMENT  
OR RECORDER'S OFFICE BOX NO.

ADDRESS OF PROPERTY  
3548 S. Scoville  
Berwyn, Il. 60402

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO:

Earl J. Hovorka  
(Name)  
3548 S. Scoville  
Berwyn, Il. 60402  
(Address)

UNOFFICIAL COPY

DEED IN TRUST

TO  
FIRST ILLINOIS BANK  
& TRUST

1300 E

Property of Cook County Clerk's Office

1-34(1)-1286

90585393

DEPT-01 RECORDING 915.00  
4422 \* 1-19-01-585393  
COOK COUNTY RECORDER

90585393