

UNOFFICIAL COPY

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, REAL ESTATE TRANSFER TAX ACT.

1-2

This Indenture Witnesseth:

That the grantor is **90041149**

GERD M. MOELLER and DANUTA T. MOELLER, his wife

Village of the City of Palos Park County of Cook and State of Illinois, for and in consideration of Ten & No/100 (\$10.00) Dollars

and other valuable consideration paid, convey and grant unto BANK OF LYONS, 8601 W. Odgen Ave. Lyons, Ill. 60534, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated the 8th day of January A.D., 1990, known as Trust Number 3693 the following described real estate in the County of Cook and State of Illinois

Parcel 1:

Lots 1 to 5, both inclusive, (except that part of said lots falling in west 79th Street) in Block 52 in Prices's Subdivision of the SW 1/4 of Section 26, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; ALSO

Parcel 2:

That part of vacated Maple Street North of and adjoining Lots 1 to 5, both inclusive in Block 52 in Prices's Subdivision aforesaid which lies South of and adjoining the 16 foot public alley South of and adjoining Lots 37 to 47 both inclusive in Harry M. Quinn's addition to Chicago, being a subdivision in the East 1/2 of the SW 1/4 of Section 26 aforesaid, in Cook County, Illinois.

90041149

We have and to hold the 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 improve, protect and subdivide said real estate, or any part thereof, to dedicate parks, highways or alleys, and to vacate any subdivision or part thereof, and to redivide said property 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 donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof from time to time, in possession or reversion, by lease to commence in present or 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 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 to contract respecting the manner of fixing the amount of present or future rentals, to partition, or to exchange said property, 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 appurtenant to said premises or any part thereof, and to deal with said property 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 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 property, 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 property 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 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 the grantor or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Bank of Lyons, 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, or for any imprudent conveyance, 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 at 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 to the extent of 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 of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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 as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Trustee the entire legal and equitable title in fee simple in and to all the real estate above described.

And said grantor 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, Gerd M. Moeller and Danuta T. Moeller, hereto set their hand and seal

this 8th day of January, 1990

Gerd M. Moeller (SEAL)
GERD M. MOELLER (SEAL)

Danuta T. Moeller (SEAL)
DANUTA T. MOELLER (SEAL)

PREPARED BY: Louis C. Dineff, 7646 W. 63rd Street, Summit, Illinois 60501

Louis C. Dineff, Attorney at Law

January 15, 1990

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Alice Kristie

State of Illinois,
COUNTY OF COOK

SS: A NOTARY PUBLIC in and for said County in the State aforesaid, DO
HEREBY CERTIFY, that
Gerd M. Moeller and Danuta T. Moeller, his wife

personally known to me to be the same person^s whose name; ARE
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
right of homestead.

GIVEN under my hand and my Notarial Seal this 12th day
of January A. D. 1990



Alice Kristie
Notary Public

Commission expires Nov 16, 1990

30041149

LEPT-01 RECORDING \$13.00
#5555 TRN 3734 01/25/90 14-14-00
#3904E *-90-041149
COOK COUNTY RECORDER

DEED IN TRUST

TO

BANK OF LYONS

UNDER TRUST AGREEMENT

3693

NUMBER

90041149

MAIL TO
BANK OF LYONS
P.O. BOX 63
LYONS, ILL. 60534

1300