

UNOFFICIAL COPY

COUNTY, ILLINOIS
CO. FOR RECORD

90210761

WARRANTY DEED IN TRUST

ADDRESS OF GRANTEE:

50 NORTH BROCKWAY
P. O. BOX 39
PALATINE, ILLINOIS 60078-0039

Tr Form 2

ALL TRANSFER STAMPS ARE ATTACHED TO THE DEED BEARING DOCUMENT NO. 90210757
Dated: May 4 1990 Signed: [Signature]
90210761

THIS INDENTURE WITNESSETH, That the Grantor, DAVID MADSEN, a Bachelor,

of the County of _____ and State of Illinois for and in consideration of TEN AND 00/100 (\$10.00) * * * * * Dollars, and other good and valuable considerations in hand paid, Convey S and warrant S unto SUBURBAN

NATIONAL BANK OF PALATINE, Palatine, Illinois, a national banking association, as Trustee under the provisions of a trust agreement dated the 23rd day of March 19 90, known as Trust Number 5632, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 9 AND 10 (EXCEPT THE SOUTH 45 FEET THEREOF) IN SOUTH RIDGELAND DEPOT SUBDIVISION, A SUBDIVISION OF THE NORTH EAST 1/4 OF LOT 6 (EXCEPT RAILROAD) IN MURPHY AND OTHERS SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1/2 OF THE SOUTH WEST 1/4), IN COOK COUNTY, ILLINOIS.

SUBJECT TO: General taxes for the year 1989-90 and subsequent years; special taxes or assessments for improvements not yet completed; building lines and building and liquor restrictions of record; zoning and building ordinances; roads and highways, if any; private, public and utility easements of record; party wall rights and agreements, if any; covenants, conditions and restrictions of record (none of which provide for reverter) if any; leases without purchase or renewal options, if any expiring as per existing leases.

PIN: 16-18-402-001-0000
TO HAVE AND TO HOLD the said premises 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, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant, lease or to purchase to sell or on any terms, to convey either with or without consideration, to convey said premises 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, pledge or otherwise encumber said property, or any part thereof, to lease and 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 and 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 rents, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant payment or charge of any kind, to release, convey or assign any right, title or interest in or about or easement 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 in relation to said premises or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said 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 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 some amendment thereof and binding upon all beneficiaries hereunder, (c) that said 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 or trust.

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.

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 S and releases S 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor 23rd aforesaid he S hereunto set his hand and seal this 23rd day of April 19 90.

THIS IS NOT HOMESTEAD PROPERTY.

(Seal) DAVID MADSEN (Seal)

15.00 (Seal)

State of Illinois ss Notary Public in and for Cook County, in the state aforesaid, do hereby certify that DAVID MADSEN, a bachelor,

personally known to me to be the same person IS subscribed

"OFFICIAL SEAL" PATRICIA A. WHITEHEAD Notary Public, State of Illinois My Commission Expires May 12, 1995

ne signed, sealed and delivered the said instrument as his free voluntary act, for the uses and purposes therein set forth, including the release and waiver of my homestead right of homestead. 23rd day of April 19 90

[Signature] Notary Public

SUBURBAN NATIONAL BANK OF PALATINE
50 North Brockway
P. O. Box 39
Palatine, Illinois 60078-0039

BOX 333

For information only insert street address of above described property.