

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, PHILIP R. WEXLER, not married

of the County of Cook and State of Illinois for and in consideration of the sum of TEN (\$10.00) Dollars (\$ 10.00)

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto OAK BROOK BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, 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 12th day of January 1991, and known as Trust Number 2381, the following described real estate in the County of Cook and State of Illinois, to-wit:

Street address: 3849 W. Chase, Lincolnwood, IL

Legal description: PARCEL 1:

Lot Forty (40) in Block Two (2) in Crawford - Touhy - Praire Road, Subdivision of the South Half (SH) of the South Half (SH) of the West Half (WH) of the Southwest Quarter (S.W. Q) of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois; P.L.N.: 10-26-315-011

PARCEL 2:

The West 16 1/2 feet of Lot 39 in Block Two (2) in Crawford - Touhy - Praire Road, Subdivision of the South Half (SH) of the South Half (SH) of the West Half (WH) of the Southwest Quarter (S.W. Q) of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois; P.L.N.: 10-26-315-055

PARCEL 1 and PARCEL 2 commonly known as 3849 West Chase, Lincolnwood, Illinois.

Real Estate Index No.:

SUBJECT TO : real estate taxes for 1990 and subsequent years, covenants, easements and restrictions of record

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 improve, manage, protect and subdivide said real estate of any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of any part thereof, and in subdivision 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, 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 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 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 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, including the power to release, convey or assign to another trustee conferring upon said trustee all of the power and authority herein conferred upon OAK BROOK BANK, and to deal with 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 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 for 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, term of money borrowed or advanced on said real estate, or be obliged 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 in said County relying upon or claiming under any such conveyance or 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 thereto, 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither OAK BROOK BANK individually nor 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 in person or property, or opening 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 authorized 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, whomever 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, assets and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be personal property, and its beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only as interest in the earnings, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said OAK BROOK BANK the entire legal and equitable title in fee simple, in and to all of the real estate above described.

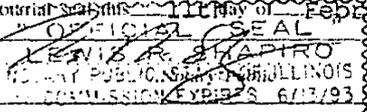
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and 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 or execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 11th day of February 1991 Philip R. Wexler

State of IL Lewis Shapiro a Notary Public in and for said County, County of Cook SS. in the state aforesaid, do hereby certify that Philip R. Wexler

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 11th day of February 1991



OAK BROOK BANK 2021 Spring Road Oak Brook, Illinois 60522 312-571-1050 Member F.D.I.C.

THIS INSTRUMENT PREPARED BY: Lewis Shapiro 11 South LaSalle, Ste 1730 Chicago, IL 60603

This space for affixing Riders and Revenue Stamps

EXEMPT TRANSACTION 1004 (E)

Handwritten signature and stamp

31067619

Document Number

31067619

Handwritten numbers 29 and 13

UNOFFICIAL COPY

ELK8019

Property of Cook County Clerk's Office

91067619

ELK8019