

UNOFFICIAL COPY

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor S, Frank L. Snyder and Cheryl A. Snyder (formerly known as Cheryl A. Benet (s)), Husband and Wife

of the County of Cook, and State of Illinois, for and in consideration of the sum of \$10,000 Dollars (\$10,000.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and warrant unto United Federal Savings Bank, 1660 Plainfield Road, Crest Hill, Illinois, a corporation of the United States of America, 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 21 day of February 1991, and known as Trust Number 8-1376, the following described real estate in the County of Cook, and State of Illinois, to wit:

LOT 130 IN D. RANDOLPH HILLCREST ESTATED ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, PART OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 9, 1957, AS DOCUMENT NUMBER 17Q06213, IN COOK COUNTY, ILLINOIS.

PLS 22-21-408-011

Commonly known as 119th Walker Road, Lemont, Illinois.

DEPT-01 - acqwyd
100000 - recd 2/21/91 11:41:00
83579 REC'D - 2/21/91 11:41:00 QZ
CGR - 2/21/91 11:41:00

XHDXWZK

91032047

Exempt Under Provisions of
Paragraph S, Section 4,
Real Estate Transfer Tax Act

Ap/1991 75 days from date
Date Buyer, Seller or Representative

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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 or any part thereof, to dedicate parts, streets, highways or alleys and/or any subdivision or pad of land, and to subdivided and real estate as often as desired, to lease said real estate, to let and hire said real estate, to sell and convey same either with or without consideration, to grant leases, rents or any part thereof to a successor or successors in interest, to grant to such successor or successors in trust all of the title, estate, powers and authorities granted in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, of any part thereof, to lease said real estate, of any part thereof, from time to time, in possession or reversion, by leases 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 lease the term of 199 years, and to renew or extend leases upon any terms and for any period or periods of time not exceeding the term of 199 years, and the terms and provisions thereof at any time or times hereafter, to control 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 control 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 my right, title or interest in or about an easement agreement to said real estate or any part thereof, 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 my 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 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 my purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the same may have been compelled with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or any obligation executed by 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, or to any person (including the Register of Titles) or any instrument relied upon or having under it any conveyance or other instrument, (a) that at the time of the delivery thereof the trust created by this instrument and 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 in the 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 such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor in trustees, in trust, that such successor in trustees in trust have been properly appointed and are fully vested with all the title, estate rights, powers, authorities, duties or obligations of the, his or their predecessor in trust.

The donee, or any person dealing upon the express understanding and condition that neither shall said Federal Savings Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything of them or of their agents or attorneys in law or omnia to do and or do in about the said real estate or under the premises of this deed or said Trust Agreement or any amendment thereto, or for injury to persons 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 enforced by, or in the name of, the then beneficiaries under said Trust Agreement, as their attorney in fact, hereby irrevocably appointed for such purpose, or if the election of the Trustee, in its own name, as a corporate trust and not individually, the Trustee shall bear no obligation whatever 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, however, and whomever 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, rents and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby limited to personal property, and no beneficiary herein shall have any title or interest in or to any real estate, or to said real estate, or such part and interest in the earnings, rents and proceeds thereof as shall stand in the name of the United States of America or of any State, Territory, or other political subdivision thereof, or in the name of any other person.

If the title to any of the above real estate is known, then registered, the Register of Titles is hereby directed not to transfer or note in the certificate of title or duplicate thereof, if numbered, the words "or 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 title, in accordance with the true intent and meaning of the trust.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor S, 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 has hereunto set their hands and sealed this 21st day of February, 1991.

Frank L. Snyder

[SEAL] Cheryl A. Snyder [SEAL]

[SEAL] [SEAL]

State of ILLINOIS, on 1, the undersigned, a Notary Public in and for said County, County of COOK, in the state aforesaid, do hereby certify that Frank L. Snyder and Cheryl A. Snyder (formerly known as Cheryl A. Benet (s)), Husband and Wife

personally known to me to be the same person whose name is ROBERT S. KROCKEY, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the 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 21st day of February, 1991.

Notary Public

"OFFICIAL SEAL"
RAYCHEL A. STARKS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/1/92

This instrument prepared by This Instrument Prepared By:
ROBERT S. KROCKEY
BLOCK, KROCKEY, CERNIGEL-COWGILL, P.C.
19 West Jefferson Street
Joliet, IL 60431

TRUST NO. S

DEED IN TRUST

(~~KRUCKEY DEED~~)
~~QUITCLAIM~~

TO

UNOFFICIAL COPY

AMERIFED FEDERAL SAVINGS BANK
TRUSTEE.

Mail tax bills to:

Mr. and Mrs. Frank Snyder
1296 - 119th Street
Naperville, IL 60439

After recording, MAIL DEED to:

~~AMERIFED FEDERAL SAVINGS & BANK~~

~~1600 PLAINFIELD ROAD
CREST HILL, ILLINOIS
60435~~

**AUBREY S. KRUCKEY, ATTORNEY
BLOCK, KROCKEY, CERNUGEL
AND COWGILL, P.C.**

**19 WEST JEFFERSON STREET
JOLET, IL 60431**

L8025076

Property of Cook County Clerk's Office