

**QUIT CLAIM DEED IN TRUST**

**UNOFFICIAL COPY**

THIS INDENTURE WITNESSETH, That the Grantor(s), EDWARD P. SCHMITT,  
a Widower

of the County of Cook and State of Illinois, for and in consideration  
of the sum of TEN AND NO/100 ~~one thousand~~ Dollars (\$10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and  
Quit Claim(s) unto PALOS BANK AND TRUST COMPANY, 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 certain Trust Agreement, dated the 26th day of February, 1991, and known as  
Trust Number 1-1107, the following described real estate in the County of COOK and State of Illinois,  
namely:

Lot 1 in Block 4 of Palos Pines, Unit #1, being a subdivision of part of the East 730 feet of the North 1/2 of the Northwest 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 123 36 112-061

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THIS INSTRUMENT WAS PREPARED BY:  
ALEXANDER P. MATUG, ATTORNEY  
7110 W. 127th Street  
Palos Heights, IL. 60463

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**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, mortgage, protect and subdivide said real estate as and part thereof, to dedicate parts, streets, highways or alleys and to create any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell any part option 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, power and authorities reserved by said Trustee, to dedicate, 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 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 domain, the term of 99 years, and to renew or extend any lease upon any terms and for any period or periods of time and to amend, change or modify leases and 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 same.

In the event of the reversion and to contract respecting the manner of listing the amount of present or future rentals, to partition or to exchange between lessees, or any part thereof, for any real or personal property, to get grants assignments or charges of any kind, to release, transfer or assign any right, title or interest in or about or payment appurtenant to said real estate or any part thereof, and to deal with said real estate and any 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 days above specified, at any time or times hereafter.

In no case shall any parts dealing with said Trustee or any successor in trust, in relation to said real estate, or to whom said Trustee is obliged to see the application of any purchase money, rent of money, borrowed or advanced on said real estate, 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 done by or behalf of any person alleged to be a trustee, or any successor in the trust of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in the trust of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by any person including the Registrar of Titles of said Country relating thereto, or in furtherance thereof, or any conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture is valid and Trust Agreement is in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the rules, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon the bondsmen thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver upon each deed, trust deed, lease, mortgage or other instrument executed if the conveyance is made to a successor or successors in trust, (d) 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the said Bank, 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, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustees in connection with said real estate may be entered into by it in the name of the then beneficiaries, and said Trust Agreement or their attorneys-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustees, in its own name, as Trustee of an express trust and not individually, and the Trustees 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 Trustees 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 such 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, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title to, or vest, 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 Bank the entire, legal and equitable title in the said real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or note on the certificate of title or duplicate thereof, or memorandum, 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 at any hearing, or any exhibits thereto, as evidence that any transfer, charge or other dealing involving the registrant leads to or corresponds with the true intent and meaning of the record.

And the said grantor(s) 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid has(ve) hereunto set (his) (her) (their) hand(s) and seal(s) this  
26th day of February 1991.

*Edward P. Schmitt* (SEAL) (SEAL)

I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do hereby certify that Edward P. Schmitt, a widower

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he) (she) (they) signed, sealed and delivered the said instrument as (his) (her) (their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

**MAIL TO:** Grandpa's Address:

**For information only insert street address of above described property.**

12819 Ponderosa Drive

Palos Heights, Ill. 60463

City

State

## PALOS BANK AND TRUST COMPANY

## **TRUST DEPARTMENT**

TOM. 1-2 REV. (78)

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Property of Cook County Clerk's Office

9/1/2016

