

COMMERCIAL NATIONAL BANK

UNOFFICIAL COPY DEED IN TRUST 91187822

THIS INDENTURE WITNESSETH, That the Grantor RAYMOND J. ROZENDAL, A Bachelor of the County of COOK and State of ILLINOIS for and in consideration of TEN — dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto COMMERCIAL NATIONAL BANK of BERWYN, Berwyn, Illinois, a national banking association, its successor or successors, as Trustee under a trust agreement dated the 9th day of MAY 1988, known as Trust Number 880263, the following described real estate in the County of COOK and State of Illinois, to-wit:

The south 28 feet of the north 53 feet of lot 25 in Chicago Title And Trust Company's subdivision of the east 30 acres of the west 1/2 of the northeast 1/4 of section 30, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois

DEPT-01 RECORDING \$13.29
T81111 TRAN 3133 04/23/91 16:27:00
#8231 + A * - 91 - 187822
COOK COUNTY RECORDER

2437 S. CLAREMONT, BERWYN (Permanent Index No. 16-32-219-038-0000) 91187822

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said trustee with respect to the real estate or any part or parts of it and at any time or times to subdivide and resubdivide, to dedicate highways or alleys and to vacate any subdivision or part thereof, to execute contracts to sell or exchange, or to execute grants of options to purchase, to execute contracts to convey either with or without consideration, to convey the real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust, powers and authorities vested in the trustee, to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof, to execute leases of the real estate, from time to time, in possession or reversion, by lease to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding ten years, to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and conditions of any lease or leases hereafter, to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the real estate at any time or times hereafter, to execute contracts to purchase the whole or any part of the real estate at any time or times hereafter, to execute grants of easements or other interests in or about or easements appurtenant to the real estate or any part thereof, and to deal with the title to said real estate in all other ways and for such other considerations as it would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from those specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased, mortgaged, or otherwise encumbered, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust hereunder, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement, and every mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any lease or other instrument, (a) that at the time of the delivery thereof the trust created herein and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (c) if the conveyance is made to a successor or successors of the trustee, 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 trustee.

This conveyance is made upon the express understanding and condition that neither COMMERCIAL NATIONAL BANK of BERWYN, individually or as Trustee or 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 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 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 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 for the 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 under 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 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.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, 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 any 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 and releases any and all right of homestead under and by virtue of any and all laws of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 18th day of APRIL 19 91

Raymond J. Rozendal (SEAL) 91187822 (SEAL) (SEAL) (SEAL)

Notary Public section containing official seal of John Thompson, Notary Public State of Illinois, My Commission Expires 9/20/92. Text: I, The undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Raymond J. Rozendal, personally known to me to be the same person whose name is 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 18th day of APRIL 19 91

THIS DOCUMENT PREPARED BY: JOHN THOMPSON 3232 S. STATE ST. RIVERVIEW, IL 60546

For information only insert street address of above described property. 1329

REAL ESTATE TRANSFER TAX 525.00 THE CITY OF BERWYN, ILL. APR 19 1991

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
APR 30 1991 DEPT. OF REVENUE
\$ 70.00

REAL ESTATE TRANSFER TAX
STATE OF ILLINOIS
\$ 35.00

TRUST NO _____

DEED IN TRUST

TO
COMMERCIAL NATIONAL BANK
Beverly, Illinois

Trustee

MAIL TO:
COMMERCIAL NATIONAL BANK OF BEVERLY
3322 OAK PARK AVENUE
BEVERLY, ILLINOIS 62602