

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor Donald D. Engel, a bachelor

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars,

(\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto First State Bank & Trust Company of Park Ridge, an Illinois banking corporation of Park Ridge, 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 17th day of November, 1988, and known as Trust Number 1959, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 10 in Block 4 in Oakton Manor First Addition, being a Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 41 North, Range 12, East of the Third Principal Meridian, excepting therefrom the following described tract; beginning at a point in the North Line of Southwest 1/4 of said Section 24, Said point being 166.65 feet West of the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 24; Thence West along said North line 333.30 feet; Thence South in a Straight line 1325.80 feet, more or less, to a point in the South line of the North 1/2 of the Southwest 1/4 of said Section 24; Thence East along said South line 333.27 feet to a point, said point being 166.63 feet West of the East line of the Northwest 1/4 of the Southwest 1/4 of said section 24; Thence North in a straight line 1326.20 feet, more or less, to the point of beginning, according to Plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois, as Document Number 1436658. 09-24-328-041

92882255  
11/20/88  
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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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to waste any subdivision or part thereof, and to lease, use 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 the present or in the 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 in writing the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, to convey 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 the easement appurtenant 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 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 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 any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said trust property 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 deed 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 herein and in said Trust Agreement and in all amendments thereof, if any, and is binding upon all beneficiaries hereunder, (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 the Grantee, either 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 if 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 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 appointed 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 its actual possession of the Trustee 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 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, avails and proceeds arising from the sale or any other disposition of the trust property and such interest is hereby declared to be personal property, and to beneficiary hereunder shall have any title or interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 memoranda, 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 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 Donald D. Engel aforesaid has set hereunto set his hand and seal ed this 20th

day of November, 1988.

Donald D. Engel (Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF Illinois  
COUNTY OF Cook

I, Melinda Gheida, a Notary Public in and for said County, in the State

aforesaid, do hereby certify that Donald D. Engel 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 20th day of November, 1988.

Commission expires MELOINDA GHEIDA NOTARY PUBLIC, STATE OF ILLINOIS  
Melinda Gheida NOTARY PUBLIC

Document Prepared By: Tom Oyer, Trust Officer  
First State Bank & Trust Company of Park Ridge  
607 W. Devon, Park Ridge, IL 60068

ADDRESS OF PROPERTY:  
8246 N. Elmore  
Niles, IL 60648

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

AFFIX "RIDERS" OR REVENUE STAMPS HERE  
This Deed exempt from Illinois transfer tax pursuant to paragraph E of said transfer tax act.

Melinda Gheida Date 11/20/88  
Agent

DOCUMENT NUMBER  
92882255

**UNOFFICIAL COPY**

RETURN TO: First State Bank & Trust Company  
of Park Ridge  
607-11 Devon Avenue  
Park Ridge, Illinois 60068 · OR  
Recorder's Box No. 260

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**

(WARRANTY DEED)

TO

**First State Bank & Trust Company  
of Park Ridge  
Park Ridge, Illinois  
TRUSTEE**

Property of Cook County Clerk's Office

55228826

(Name)

SEND SUBSEQUENT TAX BILLS TO:  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

Niles, IL 60648

8246 N. Elmire

ADDRESS OF PROPERTY

607 W. Devon, Park Ridge, IL 60068

First State Bank & Trust Company of Park Ridge

Document Prepared by: Tom Diem, Trust Officer

NOTARY PUBLIC, STATE OF ILLINOIS

Commission expires: November 20th, 1992

MELINDA GHELDA OFFICIAL SEAL

NOTARY PUBLIC

Melinda Ghelda

day of November, 1992

GIVEN under my hand and the seal of the State of Illinois on the day and date hereon written, I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Donald P. Engel 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.

I, Melinda Ghelda, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Donald P. Engel 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.

STATE OF ILLINOIS } COUNTY OF COOK }  
Seal of Notary Public

IN WITNESS WHEREOF, the Grantor Engel has hereunto set his hand and seal of this 20th day of November, 1992.

And the said Grantor Engel hereby expressly waives and releases any and all right of homestead from said real estate and all other rights and interests in said real estate, whether by operation of law or otherwise, in the event of any foreclosure sale of the premises. The parties agree that the homestead exemption shall not apply to the proceeds of any sale of the premises and that the proceeds shall be paid to the holder of the mortgage in full satisfaction of the mortgage.

If the title to any of the real property is now or hereafter vested in any person or entity other than the grantor, the grantor hereby agrees to execute all necessary instruments to vest title in the grantor or to the holder of the mortgage, as the case may be.

The grantor hereby agrees to execute all necessary instruments to vest title in the grantor or to the holder of the mortgage, as the case may be.

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The grantor hereby agrees to execute all necessary instruments to vest title in the grantor or to the holder of the mortgage, as the case may be.

The grantor hereby agrees to execute all necessary instruments to vest title in the grantor or to the holder of the mortgage, as the case may be.

AFFIX "RIDERS" OR REVENUE STAMPS HERE  
This Deed exempt from Illinois transfer tax  
pursuant to paragraph E of said transfer  
tax act.

59228826  
DOCUMENT NUMBER

Melinda Ghelda  
Notary Public  
Date: 11/20/92

Notary Office

See attached rider.

UNOFFICIAL COPY

92882255

Property of Cook County Clerk's Office

RETURN TO: First State Bank & Trust Company  
of Park Ridge  
607-11 Devon Avenue  
Park Ridge, Illinois 60068 - OR  
Recorder's Box No. 280

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**

(WARRANTY DEED)

TO

**First State Bank & Trust Company  
of Park Ridge**  
Park Ridge, Illinois

TRUSTEE

# UNOFFICIAL COPY

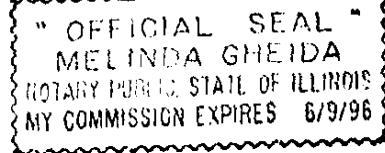
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## STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a Land Trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to Real Estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to Real Estate under the laws of the State of Illinois.

Dated 11-20, 1992 Signature: Tom Olen  
Grantor or Agent for Beneficiary

Subscribed and sworn before me by  
the said \_\_\_\_\_ this 20th  
day of November 1992  
Notary Public Melinda Gheida

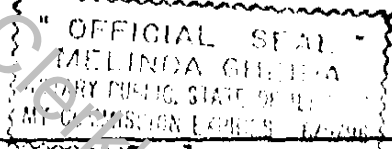


Seal

The Grantee or his agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a Land Trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to Real Estate in Illinois, a partnership authorized to do business or acquire and hold title to Real Estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 11-20, 1992 Signature: Tom Olen  
Grantor or Agent for Beneficiary

Subscribed and sworn before me by  
the said \_\_\_\_\_ this 20th  
day of November 1992  
Notary Public Melinda Gheida



Seal

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Deliver Document To:

Tom Olen  
First State Bank & Trust Company of Park Ridge  
607 W. Devon Avenue  
Park Ridge, IL 60068

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UNOFFICIAL COPY

Property of Cook County Clerk's Office