

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, SHELDON S. HOFFMAN AND NANCY J. HOFFMAN, HUSBAND AND WIFE, 3644 HERITAGE, NORTHBROOK, ILLINOIS 60062 of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN AND XX/XX Dollars (\$10.00), in hand paid, and of other good and valuable considerations, recant of which is hereby duly acknowledged, Convey and Warrant unto UNION NATIONAL BANK AND TRUST CO 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 16TH day of JUNE 19 88, and known as Trust Number 1369, the following described real estate in the County of COOK and State of Illinois, to-wit:

LOT 4 (EXCEPT THE WEST 10 FEET) IN GARDEN COURT II, BEING A RESUBDIVISION OF LOT 3 AND LOT 4 OF NORTHBROOK COUNTRY SIDE FARMETTE BEING A SUBDIVISION IN THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 04-07-401-059

COMMON ADDRESS: 3644 HERITAGE, NORTHBROOK, ILLINOIS 60062

DEPT-01 RECORDING 423.50
742222 TRAN 8066 12/16/92 12:06:00
97254 * -92-948946
COOK COUNTY RECORDER

SUBJECT TO

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 or any part thereof, to dedicate parks, streets, highways or alleys and to create any subdivision or part thereof, and to repubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, in sell and on terms to convey 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 the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to lease, to mortgage 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 lease to exceed the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time not exceeding in the case of any lease to exceed the term of 99 years, and to assign 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 making 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 start assessments or charges of any kind, to release, convey or assign any right, title or interest in or status of 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 it would be lawful for any person owning the same to deal with the same, whether similar to or different from the 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 satisfaction of any purchase money, rent or 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 of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, trust agreement, mortgage 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 of said county) 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 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 the Indenture and in said Trust Agreement or in all amendments thereof, if any, and 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 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 Union National Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to and claiming payment or damages 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 thereof, or for injury to person or property happening in or about said real estate, 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, regular irrevocably appointed for such purpose, or at the direction 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 whatsoever 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 said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or equitable, 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 a fee simple in said real estate and savings 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 place or note in the certificate of title or duplicate thereof, or memoranda thereon, 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 real estate so done is in accordance with the true intent and meaning of the trust.

And the said Trustee, hereby expressly waive, and release, 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 grantors, SHELDON S. HOFFMAN and NANCY J. HOFFMAN, HUSBAND AND WIFE, do hereby declare that they are the persons whose names are subscribed to this Deed, and that they have signed, sealed and delivered the said instrument as their 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 ss. I, RICHARD L. SCHENCKER, a Notary Public in and for said County, in and for said County, do hereby certify that SHELDON S. HOFFMAN AND NANCY J. HOFFMAN, HUSBAND AND WIFE



personally knows me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Return to: TRUST DEPARTMENT UNION NATIONAL BANK ONE FOUNTAIN SQUARE PLAZA ELGIN, ILLINOIS 60120

3644 HERITAGE, NORTHBROOK, ILLINOIS For information only in case of street address of real property.

Property of...
This deed for selling Illinois and Revenue Stamp
"Exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act."
Date 12-15-92
Notary, Seller or Representative

92948946

UNOFFICIAL COPY

Property of Cook County Clerk's Office

929-3916

RECEIVED
OFFICE OF THE CLERK
COOK COUNTY
JAN 10 2011