

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

92366019

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Jack Rehfeldt, Jr. and Nancy Rehfeldt, his wife, as joint tenants

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto FIRST NATIONAL BANK OF NILES, ILLINOIS, a National Banking Association duly organized and existing under the National Banking Laws 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 26th day of October 1984, and known as Trust Number 212, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 80 AND 81 IN OLIVER SALINGER AND COMPANY'S SECOND LINCOLN AVENUE SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 10-20-228-007 and 10-20-228-008 commonly known as 5909 Lincoln, Norton Grove, IL 60068  
DEPT. OF RECORDING \$23.50  
TRAN 1436 05/27/92 10:09:00  
\$4880 \* - 92-366019  
COOK COUNTY RECORDER

18030818  
S13030818  
8008  
5/14 N/A

92366019  
covenants, conditions and restrictions of record; private, public and SUBJECT TO utility easements and roads and highways, if any; general taxes for the year 1991 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1992; and to acts suffered by purchaser

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes therein and in said Trust Agreement as 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 execute any subdivision of part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on a lease basis, to convey either with or without covenants, 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 and real estate, or any part thereof, from time to time, in or as a lease or tenancy, by lease 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 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 execute options to lease and options to purchase the whole or any part of the herein and to contract 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 any right, title or interest in or about or 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 ways herein 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 in 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 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 deed, mortgage, lease 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; (b) 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; (c) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder; (d) 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 (e) 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither First National Bank of Niles, 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 amendments 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, as Trustee of said 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 or 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 interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereon as aforesaid, the intention hereof being to vest in said First National Bank of Niles 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 register or note in the certificate of title or duplicate thereof, or pursuant to 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 or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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.

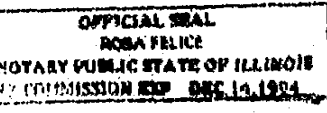
In Witness Whereof, the grantor s aforesaid ha ve herunto set their hand s and seals this 23 day of April, 1992.

Jack Rehfeldt, Jr. [SEAL] Nancy Rehfeldt [SEAL]  
Jack Rehfeldt, Jr. [SEAL] Nancy Rehfeldt [SEAL]

State of Illinois )  
County of Cook ) ss. Rose Felice Notary Public in and for said County, in  
Nancy Rehfeldt, his w joint tenants

personally known to me to be the same persons whose names s 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

under my hand and notarial seal this 27<sup>th</sup> day of April, 1992  
Rose Felice Notary Public



BROOKS, HANKINS, & SWIATKOWSKI, LTD.  
ATTORNEYS AND COUNSELORS AT LAW  
15100 SOUTH LAGRANGE ROAD  
ORLAND PARK, ILLINOIS 60462

For information only insert street address of above described property.

This space for affixing Return and Revenue Stamps  
VILLAGE OF NORTON GROVE REAL ESTATE TRANSFER STAMP  
NO. 01739 AMOUNT \$350 DATE 4-23-92  
ADDRESS 5909 LINCOLN  
BY Rose Felice

Document Number

2350

UNOFFICIAL COPY

Property of Cook County Clerk's Office

REORDER ITEM # FOR LABEL

COOK County  
REAL ESTATE TRANSACTION TAX

REVENUE STAMP



POSTALIA POSTAGE METER SYSTEMS

WA

61096335

MAIL TO:  
**BROOKS, HANKINS, & SWIATKOWSKI, LTD.**  
ATTORNEYS AND COUNSELORS AT LAW  
15100 SOUTH LaGRANGE ROAD  
ORLAND PARK, ILLINOIS 60462

61096335

WA