

**COMMERCIAL
NATIONAL BANK**

UNOFFICIAL COPY

DEED IN TRUST

93924045

**THIS INDENTURE WITNESSETH, That the Grantor JAY E. BROOKS and AMY C. BROOKS
His Wife, as Joint Tenants**

of the County of Cook and State of Illinois for and in
consideration of Ten (\$10.00) dollars,
and other good and valuable considerations in hand paid, Convey and Warrant unto
**COMMERCIAL NATIONAL BANK of BURWYN, Berwyn, Illinois, a national banking association, its
successor or successors, as Trustee under a trust agreement dated the 4th day of February
1991, known as Trust Number 910971, the following described real estate in the County of
Cook and State of Illinois, to-wit:**

**LOT 26 IN WALLECK'S SUBDIVISION OF BLOCK 30 IN SUBDIVISION OF SECTION 19, TOWNSHIP
39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 300
ACRES THEREOF) IN COOK COUNTY, ILLINOIS.**

**SUBJECT TO: Easements, restrictions, covenants of record and real estate taxes for
1993 and subsequent years.**

COMMONLY KNOWN AS: 1345 S. Scoville, Berwyn, IL 60402

**THE CITY OF
BERWYN, IL**

**REAL ESTATE
TRANSFER TAX**

(Permanent Index No. 1 6 19 2 1 3 0 2 3)

01/27/93

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**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 parks, streets,
highways or alleys and to make any subdivision or parts thereof; to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell on any terms, 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 in such successor or successors in trust all of the title,
estate, powers and authorities vested in the trustee; to donate, to dedicate, to mortgage, or otherwise encumber the real estate, on any part thereof; to execute leases of the real estate, on any part
thereof, from time to time, in possession or reversion, by leases to environmental protection in the future, and upon any terms and for any period or periods of time, not exceeding 199 years, and to
execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute nonrenewals, changes or modifications of leases and the terms and provisions thereof at
any time or times hereafter; to execute contracts to make leases and to execute contracts to lease and options to renew leases and options to purchase the whole or any part of the reversion and to
execute covenants respecting the manner of fixing the amount of present or future rentals, or condition or exchange it for other real or personal property; to execute grants of easements or charges of
any kind; to release, convey or assign my right, title or interest in or about any easement appurtenant to the real estate or any part thereof, and to deal with the title to 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 title to the real estate to deal with it, whether similar to or different from the ways above
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, entitled to be sold, leased or mortgaged by
the trustee, 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 have been complied
with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or compelled to accept any of the terms of the trust agreement; and every deed, trust deed,
mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive and 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 herein and by the 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 the trust agreement or in any amendment thereto and binding upon all beneficiaries, (c) that the trustee
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 successors or successors in trust have been properly appointed and are fully vested with all the title, rights, titles, 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, nor its suc-
cessors 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 to 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 enforced by it in the name of the then beneficiaries under said Trust Agreement as its 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 the 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 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 be in 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 or certificate marked, or memorial, the
words "to 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 waive, and release, any and all right or benefit under and by virtue of any and all statutes in the State of Illinois, providing
for the exemption of homesteads from sale by execution or otherwise.**

In Witness Whereof, the grantor, JAY E. BROOKS, aforesaid, have hereto set their hands and seals this 28th day of October 1993.

(SEAL)

AMY C. BROOKS

(SEAL)

**State of Illinois
County of COOK**

**I, JAY E. BROOKS, a Notary Public in and for said County, in
the state aforesaid, do hereby certify that JAY E. BROOKS and
AMY C. BROOKS, His wife, as Joint Tenants**

**personally known to 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.**

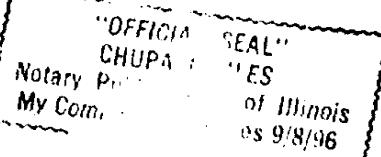
Given under my hand and notarial seal this 27th day of October 1993.

Notary Public

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

THIS DOCUMENT PREPARED BY:

James C. Zitzer



TRUST NO.

93924045

DEED IN TRUST

UNOFFICIAL COPY



TO

Trustee



MAIL TO:
COMMERCIAL NATIONAL BANK OF BERWYN
1322 OAK PARK AVENUE
BERWYN, ILLINOIS 60402

DEPT-01 RECORDING
T#0000 TRAN 4937 11/12/93 16:03:
#4730 = X-93-924045
COOK COUNTY RECORDER

Property of Cook County Clerk's Office