

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor,

Robert W. Schmidt and Susan J. Schmidt, Husband and Wife, of the County of Cook and State of Illinois, for an in consideration of the sum of Ten and no/100ths Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim Warrant unto DUPAGE NATIONAL BANK a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 December 19 92, and known as Trust Number *1598*, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 52 in Block 1 in Hunting Ridge Unit 1, being a subdivision in Section 21 and 28, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, January 12, 1968 as Document Number 20377710, in Cook County, Illinois.

PTIN: 02-21-403-059 Address: 711 Middleton Court, Palatine, Illinois

DEPT-01 RECORDING \$23.50 T#2222 TRAN 5038 01/27/93 10:35:00 43728 * -93-069428 COOK COUNTY RECORDER

Subject to: General Taxes for the year 1992 and thereafter; covenants, conditions, restrictions and easements of record; and, zoning and building ordinances.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the uses 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 vacate any subdivision or part thereof, and to redivide said real estate as of right 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, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease 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 or after the year 1993, 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 grant options to lease and to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to change said real estate, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or all or part of 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 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 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 validity, 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 in Cook 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 this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 it, in and through their predecessor in trust.

This conveyance is made under the express understanding and condition that neither DUPAGE NATIONAL BANK 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 in or out of 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 as the election of the Trustee, in its own name, as Trustee of an express trust and no individual 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 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 all beneficiaries hereunder shall have an life interest, 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 of this Deed being to vest in said DUPAGE NATIONAL 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 register or note in the certificate of title or 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 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(s) hereby expressly waives and releases any and all right of homestead 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 have hereunto set their hands and seals this 5th day of January 19 93. Susan J. Schmidt (SEAL) Robert W. Schmidt (SEAL)

State of Illinois } I, the undersigned, a Notary Public in and for said County, in County of DuPage } ss. the state aforesaid, do hereby certify that Robert W. Schmidt and Susan J. Schmidt, husband and wife,

personally known to me to be the same person(s) whose name(s) 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 5th day of January 1993

DOCUMENT PREPARED BY: Keith E. Harris, Attorney at Law One E. Northwest Hwy., E-109 Palatine, Illinois 60067

SEND SUBSEQUENT TAX BILLS TO: (Name) (Address)

ADDRESS OF PROPERTY: see body of text above



The above address is for statistical purposes only and is not a part of this deed.

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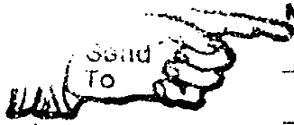
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Document Number

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UNOFFICIAL COPY



MAIL TO:

McCracken: Walsh

134 N. LaSalle #600

Chicago IL 60602

(City, State and Zip)

Property of Cook County Clerk's Office

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REAL ESTATE TRANSACTION TAX
Cook County
128.06

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