

UNOFFICIAL COPY

93309404

This Indenture Witnesseth, That the Grantor, Thomas G. Brand and Myrla J. Brand, married to each other 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 unto and Warrant S. unto

Myrla Jean Brand

as Trustee under the provisions of a certain Trust Agree- dated the 21st day of April 19 93, the following described real estate in the County of Cook and State of Illinois, to-wit:

DEPT-11 RECORD 1
187777 TRAN 7751 04/27/93 09119100
00310 * - 93 - 309 414
COOK COUNTY RECORDER

LOT ONE (EXCEPTING THEREFROM THE NORTH HALF (1/2) THEREOF) --- (1)
ALL OF LOT TWO ----- (2)
IN THOMAS A. CATINO'S FIRST ADDITION TO ARLINGTON HEIGHTS UNIT NUMBER FIVE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER (1/4) OF SECTION 31 TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 21, 1966 AS DOCUMENT NUMBER 2305600.

3-31-306-031-0000

P.I.N.

COMMONLY KNOWN AS: 706 S. KENNICOTT, ARLINGTON HEIGHTS, ILLINOIS 60005

SUBJECT TO

[Handwritten signature]
Data

TO HAVE AND TO HOLD the said real estate with the covenants, upon the faith, 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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions or part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to survey 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 perpetuity or for term, 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 a 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 in contrast 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 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 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 all conveyances or other instruments were 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 hereunder, (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 the said Trustee, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, 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 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 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 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 hereof being to vest in said First National Bank of Des Plaines 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 records 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 the said grantor S. aforesaid 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 have hereunto set their hand 5 and seal s this 22nd day of April 19 93

Thomas G. Brand (SEAL)

Myrla J. Brand (SEAL)
MYRLA J. BRAND (SEAL)

Box 395

288-X

93309404

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[Handwritten signature]

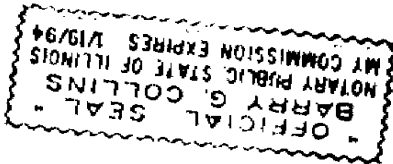
UNOFFICIAL COPY

500-00000

WARRANTY DEED

Deed in Trust

Property of Cook County Clerk's Office



I, Barry G. Collins
 Notary Public in and for said County, in the State aforesaid, do hereby certify that
Thomas G. Brand and Myrta J. Brand, married to each other
 personally knows to me to be the same person, whose name is ATC
 subscribed to the foregoing instrument, appeared before me this day in person and
 acknowledged that they agreed, 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 rights of homestead.
 Given under my hand and Notarial Seal this 22nd day of April
A. D. 19 93
Barry G. Collins
 My commission expires 1-19-94
 Notary Public

STATE OF Illinois
 County of Cook
 ss. Barry G. Collins

40460366
 93309404

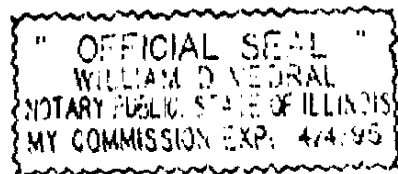
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STATEMENT BY GRANTOR AND GRANTEE

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 4/26, 1993 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said Barry G. Collins this 26th day of April, 1993.

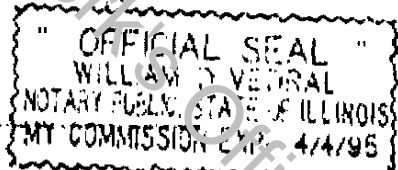


Notary Public William D. Vedral

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 4/26, 1993 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said Barry G. Collins this 26th day of April, 1993.



Notary Public William D. Vedral

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 A/R to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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Property of Cook County Clerk's Office

Notary Public
State of Illinois
My Commission Expires
I hereby certify that
the foregoing is a true
and correct copy of
the original as shown
to me by the said
[Name] on this
[Date] day of [Month],
19[Year].
Notary Public
[Signature]

The grantor of the
above described premises
is the same as the
grantor of the premises
described in the
instrument of record
in Cook County, Illinois,
to wit: [Name]
dated [Date].
Notary Public
State of Illinois
My Commission Expires
I hereby certify that
the foregoing is a true
and correct copy of
the original as shown
to me by the said
[Name] on this
[Date] day of [Month],
19[Year].
Notary Public
[Signature]

Notary Public
State of Illinois
My Commission Expires
I hereby certify that
the foregoing is a true
and correct copy of
the original as shown
to me by the said
[Name] on this
[Date] day of [Month],
19[Year].
Notary Public
[Signature]