

JOHN TROJAK, SINGLE

THIS INDENTURE WITNESSETH, That the Grantor, JOHN TROJAK, SINGLE of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of October 1979, and known as Trust Number 79-10-3169, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 6155 in Section 1 in Weathersfield Unit Number 6, Being a Subdivision in the Southeast 1/4 of Section 29, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois on March 16, 1966 as Document 19767895, in Cook County, Illinois.

PIN: 07-29-008-006 Vol. 187

This Instrument Prepared By: Zolvia Lara Midwest Bank and Trust Co. 1606 North Harlem Avenue Elmwood Park, Illinois 60635

VILLAGE OF SCHAUMBURG DEPT. OF TREASURY AND ADMINISTRATION IN ANNUAL TAX DATE 04/24/83

SUBJECT:

AMT. PAID

To Have and to hold unto the said Trustee, upon the trusts, and for the use 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, in definite parts, streets, highways or alleys and to make any subdivision or part thereof, and to resubdivide said real estate as often as 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, powers and authorities vested in said Trustee, 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, to purchase or to receive, 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 of any kind 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 a lease and to grant options to lease and to take, make and give in purchase the whole or any part of the reversion and to contract respecting the amount of being 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 connected with 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 purposes and considerations as it would be lawful for any person owning the same to do with the same, and for any similar or different from the way now specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in connection with 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 such deed, lease, 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 Title of said county) relying upon or claiming under any such conveyance made or given in trust, but 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, 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 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 that 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, 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 authorized 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 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 The Midwest Bank and Trust Company 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 any 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 status 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal, this 26th day of March 1979.

JOHN TROJAK (REAL)

Zolvia Lara Notary Public in and for said County, in the state aforesaid, do hereby certify that John Trojak

"OFFICIAL SEAL" Zolvia Lara Notary Public, State of Illinois My Commission Expires Oct. 7, 1980

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead. 26th March 1979 Zolvia Lara Notary Public

Receipt under provisions of Paragraph Real Estate Transfer Tax Act. Section 4. 3/29/79 Date Buyer, Seller or Representative

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Midwest Bank and Trust Company Elmwood Park, Illinois

1606 Braintree, Schaumburg, IL. For information only insert street address of above described property.

60172 25.00 NW

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0380

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UNOFFICIAL COPY

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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 May 10, 1993 Signature: Eugene Wozniak
Grantor or Agent

Subscribed and sworn to before me by the said [Signature] this 10th day of May, 1993.
Notary Public [Signature]

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 10 May, 1993 Signature: Eugene Wozniak
Grantee or Agent

Subscribed and sworn to before me by the said [Signature] this 10th day of May, 1993.
Notary Public [Signature]

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

DEPT-01 RECORDING 125.50
TWO080 YVAN 0861 05/19/93 09:39:00
#0716 W *--93--377647
COOK COUNTY RECORDER