

TRUSTED IN TRUST

UNOFFICIAL COPY 94345644

COOK COUNTY, ILLINOIS

Form 191 Rev. 11-71

This should appear on property's use only

94345644

7498858 RT

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **JOHN F. RIPPINGER**, a married person of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **TEN (\$10.00)** Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association whose address is **33 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **2nd** day of **March** 19 **94**, and known as Trust Number **118019-09**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE)

Street Address: **957 Plum Grove Road, Schaumburg, Illinois 60173**

Tax Number: **07-14-200-051-1001**

32838 PF
VILLAGE OF SCHAMBURG
ILLINOIS
APR 11 1994
ARC. PAID

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Exempt under provisions of Paragraph 8, Section 4, Real Estate Transfer Tax Act.
 4/15/94
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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, 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 acquire, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to locate any subdivision or part thereof, and to resubdivide said real estate as often as desired in contrast to sell, to grant options to purchase, to sell on any terms, to convey either with or without encumbrance, 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 same estate, powers 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 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 ten years, and to term, 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 in contrast 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 to contract respecting the manner of using 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, 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 in deed 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 Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or of any lease or privilege in relation to 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 claiming under any such deed, mortgage, lease or other instrument, and 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, so 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 thereto if any, and binding upon all beneficiaries thereunder, so 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, litigation 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 claims to person or property, happening in or about said real estate, 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 incurred by it in the name of the beneficiary or beneficiaries of the 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 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 in fee simple, estate and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby defined 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 earnings, estate and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago 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 a duplicate or a duplicate of this 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.

This property is not homesteaded property

And the said grantor hereby expressly waives and releases any and all right of benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set hand and seal

this 15th day of April, 19 94
 [SEAL] **JOHN F. RIPPINGER** [SEAL]
 [SEAL]

STATE OF Illinois) I, Linda C. Marino a Notary Public in and for said
 COUNTY OF Cook) ss. County, in the State aforesaid, do hereby certify that
John F. Rippinger

personally known to me to be the same person whose name he subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 seal this 15th day of April, A.D., 19 94
Linda C. Marino
 Notary Public

OFFICIAL SEAL
 LINDA C. MARINO
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES 12/4/96

American National Bank and Trust Company of Chicago
 Box 221

957 Plum Grove Road
 Schaumburg, Illinois 60173

For information only insert street address of above described property.

This space for Chicago Riders and Revenue Stamp

Document Number

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Property of Cook County Clerk's Office

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