

UNOFFICIAL COPY

Ashley

DEED IN TRUST

THIS DOCUMENT IS BEING RE-RECORDED FOR THE PURPOSE OF: Correcting chain of title. The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, William W. Ashley and Glenda L. Manley Ashley, his wife, of the County of Cook and State of Illinois for and in consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warranty unto HARRIS BANK HINSDALE, a corporation organized and existing under the laws of the United States of America, whose address is First and Lincoln, Hinsdale, Illinois 60522, as Trustee under the provisions of a trust agreement dated the 4th day of March 19 92, known as Trust Number L- 3039 the following described real estate in the County of Cook and State of Illinois.

Lot 95 in Graymoor, a Subdivision of the North 50 acres of the West 1/2 of the Northwest 1/4 and the East 1/2 of the Northwest 1/2 of Section 18, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 92-18-101-024

DEPT-01 RECORDING 14:00 PM 01/05/93 11:18:00 \*93-004007 COOK COUNTY RECORDER

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TO HAVE AND TO HOLD the said premises 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 improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vary any subdivision as part thereof, and to resubdivide said property 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 premises 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 and by trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, in lease said property, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or 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 lease upon any terms and for any period or periods of time and to amend, change or modify lease and its 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 to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the nature of any such trust agreement, and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, as 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 trust, conditions and limitations contained in this indenture and in said trust agreement or in any amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such 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 the trustee or trustees hereunder in trust.

The interest of each and every beneficiary hereunder 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 other disposition of said real estate, and such interest is hereby declared to be a 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. If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed 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 the said grantors hereby expressly waive and release 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, William W. Ashley and Glenda L. Manley Ashley, do hereby certify that they signed, sealed and delivered this 30th day of March 19 92.

William W. Ashley (Seal) Glenda L. Manley Ashley (Seal)
William W. Ashley (Seal) Glenda L. Manley Ashley (Seal)

Prepared by: Janet Hale - Harris Bank Hinsdale, N.A. 50 S. Lincoln, Hinsdale, IL 60522-0040 (708)920-7600

State of Illinois the undersigned
County of DuPage a Notary Public in and for said County, in the state aforesaid, do hereby certify that William W. Ashley and Glenda L. Manley Ashley, his wife,

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 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.

OFFICIAL SEAL SANDRA VESELY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/1/92

Given under my hand and notarial seal this 30th day of March 19 92

Sandra Vesely Notary Public

64 Graymoor Lane Olympia Fields, IL 60461



After recording return to:

Attention: Trust Division

50 S. Lincoln St. Hinsdale, IL 60522 980-7000 - Member FDIC

For information only insert address of above described property

Mail tax bills to: HBH Trust L-3039 64 Graymoor Lane Olympia Fields, IL 60461

Section 6, Exempt under provisions of paragraph Real Estate Transfer Tax Act.

Date 3/30/92 By Janet Hale

93004000

Handwritten notes and date 25.00

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DEPT-01 RECORDING \$25.00  
142222 TRAM 9715 11/26/95 14:58:00  
#8296 JIB #-95-813511  
COOK COUNTY RECORDER



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