

WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor G. VINCENT CUYLER and BARBARA J. CUYLER, his wife, 504 Forest Preserve Drive, LaGrange Park, 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 LAGRANGE BANK & TRUST COMPANY, a banking corporation duly organized and existing under the laws of the State of Illinois, 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 13th day of February 1986, and known as Trust Number 8246, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT NO. 11 IN BREZINA WOODS ADDITION TO LA GRANGE PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS CREATED BY PLAT DOCUMENT NO. 2448466 REGISTERED JULY 17, 1985.

PERMANENT TAX NO.: 15-28-23-069 & 070 & 071 (underlying property)

SUBJECT TO General real estate taxes for 1985 and subsequent years, covenants, conditions and restrictions of record, building and building line restrictions.

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 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 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 conditions, 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, 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 possession or reversion, by leases to commence in present or in future and upon any terms and for any period of time, not exceeding in the case of a long lease the term of 99 years, and to renew or extend leases upon any terms and for any period 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 rent, 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 waive 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 specified at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor or trustee, 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 or trustee, 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 or trustee, in relation to said real estate shall be conclusive evidence in favor of every person appointed and authorized to deal with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust including the Registrar of Titles of said 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 or trustee, 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 successor 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 condition that neither LAGRANGE BANK & TRUST COMPANY, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, suit or decree for anything if 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 amendments thereof, 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 or successor 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 such interest or interests shall 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, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said LAGRANGE BANK & 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 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 Trust 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 statute of the State of Illinois, providing for the exemption of homesteads from sale on execution of other wise.

In Witness Whereof, the grantor B aforesaid have hereunto set their hand B and seal B this 15th day of February 1986. G. VINCENT CUYLER (SEAL) BARBARA J. CUYLER (SEAL)

State of Illinois } SS. Nicholas C. Panos a Notary Public in and for said County, County of Cook } in the state aforesaid, do hereby certify that G. VINCENT CUYLER and BARBARA J. CUYLER, his wife

personally known to me to be the same persons whose name 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 15th day of February 1986.

Nicholas C. Panos Notary Public

LaGrange Bank & Trust Company MAIL TO: 14 SOUTH LA GRANGE ROAD LA GRANGE, ILLINOIS 60525

For information only insert street address of above described property.

3497116, 139561, 134958, 2-20-86 Description affected, created by doc. 2448466 from CIT #

This space for affixing Riders and Revenue Stamp

3:97116

Document Number

Lot 11

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3497116

UNOFFICIAL COPY

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REGISTRAR OF TITLES

Legal

Legal Trust

ATTORNEY AT LAW
COMMUNITY FUND, INC.
1111 N. LAKE ST.
CHICAGO, ILL. 60610

Property of Cook County Clerk's Office