

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

3198718

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor S. NICHOLAS J. VOGELZANG and JEANNE M. VOGELZANG, his wife, 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 Warrant unto LA GRANGE 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 26th day of JANUARY, 19 86, and known as Trust Number 8256, the following described real estate in the County of Cook and State of Illinois, to-wit: PTN. 18-07-400-057 ACC ML.

The South 25 feet of Lot 1, and the North 65 feet of Lot 2, 1-1 Block 11, in Forest Hills Commercial and Park District Subdivision of Blocks 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32, 41, 42, 43 and 44 in "Forest Hills of Western Springs" a subdivision of the East 1/2 of Section 7, Township 38 North, Range 12 East of the Third Principal Meridian, and that part of Blocks 12, 13, 14 and 15 in "The Highlands", being a subdivision of the Northwest 1/4 and the West 800 feet of the North 144 feet of the Southwest 1/4 of Section 7, Township 38 North, Range 12 East of the Third Principal Meridian lying East of a line 33 feet West of and parallel with the East line of said Northwest 1/4 of Section 7, also, Lots 1, 2, 3, 4 and 5 (except that part thereof dedicated for street by Plat Document Number 209880, in Block 12, in "The Highlands" aforesaid, all in Cook County, Illinois, also, Fair Elms Avenue, (now vacated), as shown on Plat Forest Hills of Western Springs aforesaid, filed in the Office of Registrar of Titles of Cook County, Illinois, as Document Number 209880. **3198718**

to sell on any terms, to convey either with or without consideration, to convey said real estate in 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 and to convey, from time to time, in possession or reversion, 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 demise the term of 99 years, and to renew or extend leases 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 to contract to make leases and to grant options to lease and to purchase, to release leases and options to purchase the whole or any part of the real estate and to contract 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 saveinent appointment to said real estate of any part thereof, and to deal with said real estate and every part thereof in all such 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 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 prejudiced, in any way, by 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, (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 terms, 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, (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver said deed, trust 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither LA GRANGE 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, 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 Trust Agreement or any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liabilities 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 attorneys-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 to that 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 in any of them shall be only in the earnings, assets and proceeds arising from the sale or any other disposition of said real estate, and such interest shall be 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, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said LA GRANGE 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 "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 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S. aforesaid have hereunto set their hand s. and seal s. this 31st day of January, 19 86.

Nicholas J. Vogelzang (SEAL) Jeanne M. Vogelzang (SEAL)  
Nicholas J. Vogelzang (SEAL) Jeanne M. Vogelzang (SEAL)

State of Illinois } ss. I, the undersigned a Notary Public in and for said County,  
 County of Cook } in the state aforesaid, do hereby certify that NICHOLAS J. VOGELZANG  
 and JEANNE M. VOGELZANG, his wife

personally known to me to be the same person, S. ARG 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 31st day of January, 19 86

Judith Clark  
 Notary Public

70-29-396W

Judith Clark

1/31/86

This space for affixing Papers and Becoming State Seal

3198718

Document Number

**LaGrange Bank & Trust Company**

MAIL TO: 14 SOUTH LA GRANGE ROAD  
 LA GRANGE, ILLINOIS 60525

5108 Fair Elms, Western Springs, Ill. 60558

For information only insert street address of above described property.

THIS INSTRUMENT WAS PREPARED BY  
 LA GRANGE BANK & TRUST COMPANY

REAL ESTATE DEPARTMENT

14 S. LA GRANGE ROAD

LA GRANGE, ILL. 60525

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11/31/19

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Trust

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COURT OF COMMONS

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Trust's Office

11/21/98  
11/21/98

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