

## DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor s JACK FLORES AND JUDY FLORES,  
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 First State Bank & Trust Company of Park Ridge, an Illinois bank-  
ing corporation of Park Ridge, 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 19th day of December, 1986, and known as Trust Number  
1738, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 80 and 81 in Peter M. Hoffman's Greater Park Ridge  
Subdivision, in that part of the South East  $\frac{1}{4}$  of Section 21,  
and the West  $\frac{1}{4}$  of the South West  $\frac{1}{4}$  of Section 22, lying  
North of the Northerly line of the Right of Way of the Chicago  
and Northwestern Railway Company, in Town 41 North, Range 12,  
East of the Third Principal Meridian, in Cook County, Illinois,  
as per Plat recorded in the Recorder's Office of said Cook  
County, Illinois, on August 25, 1924, as Document Number 8564763

Perm. R.E. Index Nos.: 09-22-310-001-0000 & 09-22-310-002-0000  
Address of Realty: 2719 Habberton, Park Ridge, IL 60068

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 with respect to the real estate or any part or parts of it, and at any time or  
times 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 subdivide said real estate as often as desired, to contract to sell, to grant options to pur-  
chase, 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 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 the present or in the 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 198 years, and to renew 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, to contract to make leases and to grant options to lease and options to renew leases and options to pur-  
chase the whole or any part of the reversion and to contract in the manner of fixing the amount of present or future rental, 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 easement 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 should 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 to the application of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to see that the  
terms of the 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 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 in trust, in relation to said trust property shall be conclusive evidence in  
favor of every person 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 Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instru-  
ment was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all  
amendments thereof, if any, and is binding upon all beneficiaries thereunder, (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 (d) if the con-  
veyance 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 the Grantee, whether 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 liabil-  
ity being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in con-  
nection 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 purpose, 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 dis-  
charge 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to  
vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 the said Grantor, s 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 s aforesaid have hereunto set their hand s and seal s this 19th  
day of December, 1986.

Jack Flores  
Jack Flores

(Seal)

Judy Flores  
Judy Flores

(Seal)

(Seal)

STATE OF Illinois  
COUNTY OF DuPage

ss.

I, Algird R. Ostis, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Jack Flores and Judy Flores, his wife,  
personally known to me to be the same person s whose name s are  
subscribed to the foregoing instrument, appeared be-  
fore me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and volun-  
tary 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 19th day of December, 1986.

Commission expires May 11, 1988

Document Prepared By:

Algird R. Ostis, Atty. at Law,  
1000 Jorie Blvd., Ste. 364,  
Oak Brook, IL 60521

BFC Forms Service, Inc.

ADDRESS OF PROPERTY:

2719 HabbertonPark Ridge, IL 60068THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

First State Bank & Trust Co. of Park Ridge, Tr 1738

(Name)

Devon at Talcott, Park Ridge, IL 60068

(Address)

COOK  
CO. NO. 916

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