

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

3732272

WALTER STARK AND GISELA STARK, 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, Conveys and Warrants unto COLONIAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation whose address is 5850 West Belmont Avenue, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 25th day of March 19 88, and known as Trust Number 1290 the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 1 IN STONE GATE BEING A RESUBDIVISION OF H. ROY BERRY COMPANY'S EAST MORELAND BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER, SECTION 33, IN THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

PERMANENT INDEX NO.: 03-33-100-001

SPB

COMMONLY KNOWN AS: 103 S. Windsor Drive, Arlington Heights, Illinois

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 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 consideration including deeds conveying direct to Trust Grantee, to convey said real estate or any part thereof to 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 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 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 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 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 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 any part of 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 for or advanced on said real estate, or be obliged to see that the terms 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 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 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 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 said real estate, 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 real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Colonial Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all 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 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 exemption or homesteads from sale on execution or otherwise

In Witness Whereof, the grantor(s) aforesaid ha, VE hereunto set their hand(s) and seal(s) this 28th day of

March 19 88

(SEAL) x Walter Stark (SEAL)

(SEAL) Gisela Stark (SEAL)

3732272

This Space for affixing Rights and Revenue Stamps

THIS DEED EXEMPT UNDER PARAGRAPH "E" SIGNATURE:

[Handwritten signature]

Document Number

8/17/88 Followed legal on Chf 1145636

THIS DOCUMENT PREPARED BY: JAMES R. TRUSCHKE & ASSOCIATES, P.C.

1204 E. Central Road
Arlington Heights, IL 60005
Colonial Bank and Trust Company of Chicago

Box

For information only insert street address of above described property.

UNOFFICIAL COPY

STANDARD

STATE OF ILLINOIS)
County Of COOK) ss. JAMES R. TRUSCHKE, Notary Public in and for said

WALTER STARK AND GISELA STARK, HIS WIFE

personally known to me to be the same person(s) whose name S 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 28th day of March A. D., 19 88

My commission expires April 2, 1989

[Signature]
Notary Public

1988 AUG 17 PM 3:47
HARRY (BUS) YOUSSELL
REGISTRAR OF TITLES

3732272
AUG

Husband _____
Wife _____
Trust Trust
A _____
K _____
Remainder _____
S _____

CHICAGO TITLE INS
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IN DUPLICATES
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