

# UNOFFICIAL COPY

DEED IN TRUST

3778503

THIS INDENTURE WITNESSETH, That the Grantors **BRIAN P. BOLGER and MARGARET S. BOLGER**, his wife, of the County of Cook and State of Illinois, for and in consideration of ten (\$10.00) and other good and valuable considerations in hand paid. Convey and Warrant **COMMERCIAL NATIONAL BANK of BERWYN, Berwyn, Illinois**, a national banking association, its successor or successors, as Trustee under a trust agreement dated the 2nd day of March 1988, known as Trust Number 890464, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT FIVE HUNDRED FORTY EIGHT (548) IN ELK RIDGE VILLA - UNIT NO. 7, BEING A SUBDIVISION OF PART OF LOT 3 IN DIVISION OF THE LOUIS F. RUSSE FARM, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID ELK RIDGE VILLA - UNIT NO 7 REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 28, 1968, AS DOCUMENT NUMBER 2390068.

1227 Palm Drive net Prospect

(Permanent Index No. 0 8 0 5 2 0 2 0 0 3 0 0 0 2)

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

All power and authority is hereby granted to said trustee in respect to the real estate or any part or parts of it and in any time or times to sell, lease and subdivide, to dedicate parks, streets, highways or ways and to vacate any subdivision or part thereof, to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell or any other conveyance with or without consideration; to convey the real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors to use all of the title, estate, powers and authorities vested in the trustee, to collect, to distribute, to mortgage, to encumber, to subdivide, to lease, to sell, to execute any trust and for any period or periods of time, not exceeding 199 years, and to execute releases or assignments of leases upon any terms and for any period or periods of time and to execute assignments, changes or modifications of leases and the terms and provisions thereof in any time or times hereafter, to execute contracts to make loans and to execute or cause to be made any lease and options to rent or lease and options to purchase the whole or any part of the real estate and to execute contracts respecting the manner of filing the record of present or future contracts, or condition or exchange if for other real or personal property, to receive the proceeds of mortgages or charges of any kind, to receive, convey or assign any right, title or interest in or about or upon or upon or upon or upon the real estate or any part thereof, and to deal with the said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for a trustee owning the title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to the real estate of any part thereof (shall be conveyed, reconveyed to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money derived in or from the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, so long as he or she is diligent in inquiring into any of the contents of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusively 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 of the trust created herein to the trustee the trust agreement was in full force and effect, (b) that said deed, lease or other instrument was executed in accordance with the trust, conditions and limitations contained herein and in the trust agreement and in any amendments thereto and binding upon all bona fide purchasers, and that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (c) 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 trust.

This conveyance is made upon the express understanding and condition that neither COMMERCIAL NATIONAL BANK of BERWYN, 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 instrument thereto, or for injury to person or property happening in or about said real estate, say and all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred or entered into by the Trustee in connection with said real estate may be secured into by it in the name of the then beneficiary under said Trust Agreement as its sole attorney-in-fact, hereby lawfully appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of the trust created herein and not individually as the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or liability except only as 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 conveyance from the date of the filing of the record of this deed.

The interests of each beneficiary under the trust agreement and of all persons claiming under this deed shall be only in the present, and the death and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no part thereof shall have any title or interest, legal or equitable, so as to do real estate in trust, but only an interest in the proceeds, savings, profits and proceeds thereof.

If the title to any of the above lands is ever or hereafter registered, the Register of Deeds is hereby requested to register or use in the certificate of title or duplicate thereof, in material, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in connection with the name in such case used as grantor.

And the said grantors hereby expressly waive and release any and all title or estate and by virtue of any and all acts of the State of Illinois, providing for the exemption of homestead from sale or execution or otherwise.

In Witness Whereof, the grantors hereunto set their hands and seals the 9th day of March 1988.

Brian P. Bolger (SEAL) Margaret S. Bolger (SEAL)

State of Illinois County of Cook I, Michael R. Alberts a Notary Public in and for said County, in the state aforesaid, do hereby certify that Brian P. Bolger and Margaret S. Bolger, his wife

"OFFICIAL SEAL"  
Michael R. Alberts  
Notary Public, State of Illinois  
My Commission Expires May 20, 1992

personally known to me to be the same persons whose names 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 9th day of March 1988  
Michael R. Alberts  
Notary Public

THIS DOCUMENT PREPARED BY: Robert G. Peterson & Assoc.  
120 W. Madison, Chicago, IL 60602  
63-12411

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120 W. Madison

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*Trans*  
*Case*

DUPLICATE

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89 MAR 10 PM 2:17  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

LAWYERS TITLE  
INSURANCE CORPORATION  
29 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60604  
BOX 334

Lord

Property of Cook County Clerk's Office

COOK COUNTY  
REAL ESTATE TRANSFER TAX

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
MAY 10 1989  
DEPT. OF REVENUE  
\$ 69.75

