

UNOFFICIAL COPY

DEED IN TRUST (INDIVIDUAL)

1951187

OFFICE OF ELK GROVE VILLAGE REAL ESTATE TRANSFER TAX 3568 \$ EXEMPT

Form 1917 Typewritten Co Chicago

(The Above Space For Recorder's Use Or)

6290618

THIS INSTRUMENT WITNESSETH, THAT THE GRANTOR, URBAN WALTER LEO AND VERNA V. LEO, His Wife of 221 Fleetwood, Elk Grove Village 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 consideration, receipt of which is hereby duly acknowledged, Convey and Warrant unto THE NORTHWEST COMMERCE BANK, an Illinois Banking Corporation whose address is 9575 West Higgins Road, Rosemont, Illinois 60018, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of February 1991, and known as Trust Number JT-91-011 the following described real estate in the County of Cook and State of Illinois, to wit: LOT THREE THOUSAND NINE HUNDRED FIFTY EIGHT (3958) IN ELK GROVE VILLAGE SECTION 1 EAST Being a Subdivision in the West Half (1/2) of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 15, 1963, as Document Number 2086010, and Amendment to said Plat registered on December 23, 1963, as Document Number 2123058 Permanent Index Number: 08-27-112-005-0000 Address: 221 Fleetwood, Elk Grove Village, Illinois 60007

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 lease, 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 required, to contract to sell, to grant options to purchase, to sell on any terms, to convey same, with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust not to limit to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, 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 lease 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 lease and options to purchase the whole or any part of the conveyance and to contract respecting the manner of having the amount of present or future rentals, or a portion 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, release or assign any right, title or interest in, about or concerning said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and in 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 in 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 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 instrument 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 instrument 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 every such 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 the, his or their predecessor in trust. This conveyance is made upon the express understanding and conditions that neither Northwest Commerce Bank in Rosemont, 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 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 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 if the Trustee were a beneficiary; provided, however, that 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 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 being to vest in said Northwest Commerce Bank in Rosemont the entire legal and equitable title in fee simple, in and to all of the real estate above described. If the title in 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 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S. utresaid in VC hereunto set their hand S. and seal S. this day of 1991. Urban Walter Leo (SEAL) Verna V. Leo (SEAL)

Kathleen J. Harris Northwest Commerce Bank (Name) 9575 West Higgins Road (Address) Rosemont, IL 60018 (City, State and Zip) ADDRESS OF PROPERTY: 221 Fleetwood Elk Grove Village, IL 60007 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY, AND IS NOT A GUARANTEE OF THE ACCURACY

Exempt under the provisions of Para. 4, Section e of the Real Estate Transfer Tax Act. Date: March 19 1991 By: [Signature]

AFFIX "RIDERS" OR REVENUE STAMPS HERE

DOCUMENT NUMBER 0051187

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF Cook) ss. WILLIAM J. PAYNE Notary Public in and for said

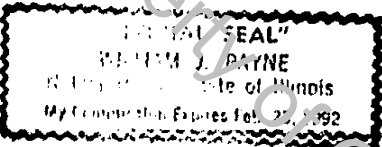
County, in the State aforesaid, do hereby certify that URBAN WALTER LEO AND
VERNA V. LEO, His Wife

personally known to me to be the same person s whose name s 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 Notary seal this March 19 day of 1991 A.D., in

My commission expires February 23, 1992
William J. Payne
Notary Public

This instrument was prepared by Samelson, Knickerbocker & Payne 575 Lee St., Des Plaines, IL 60016
Name Address



221 Fleetwood
Elk Grove Village, IL 60007
For information only insert street address of above described property.

Form 7912 Espress Co. Chicago

1895 No. LT-91-011
51187
DEED IN TRUST
WARRANTY DEED
TRUST 91011
Age of C...
Address
NORTHWEST COMMERCE BANK
9575 W. Higgins Road
Rosemont, IL 60018
Subscribed L... (312) 696-1050
HUNTER
Bill Payne
575 Lee St
Des Plaines, IL 60016