## WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH,

that the Grantor(s)

of the County of and State of ILLINOIS for and in consideration of TEN AND NO/100 Dollars, and other good and valuable considerations in hand paid, **CONVEY** 

## AND WARRANT

unto the **MARQUETTE BANK**, an Illinois Banking Association., whose address is 9533 W. 143<sup>rd</sup> St., Orland Park, Illinois 60462, as Trustee under the provisions of a trust agreement dated the day of , 20 and known as Trust Number the following described Real Estate in the County of and State of Illinois, to-wit:

Property Address: Permanent Index No:

TO HAVE AND TO HOLD, the premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth. See reverse side for terms and powers of trustee. And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statues of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto set his hand and seal this day of , 20

Signature

Signature

STATE OF ILLINOIS

SS

**COUNTY OF** 

I, the undersigned, a Notary Public, in and for said County in the State aforesaid do hereby certify that

personally known to me to be the same person(s) whose name(s)subscribed to the foregoinginstrument, appeared before me this day in person and acknowledged thatsigned, sealed anddelivered the said instrument asfree and voluntary act, for the uses and purposes therein setforth, including the release and waiver of the right of homestead.

Dated \_\_\_\_\_

## **TERMS AND CONDITIONS**

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to resubdivide said property 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, to convey said premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and period 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 rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgage by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate 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 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 trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that a successor or successors in trust, that such successor to successors in trust have been properly appointed and fully vested with all the title, estate, rights, power, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register for 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 statue in such case made and provided.

AFTER RECORDING, PLEASE MAIL TO: Marquette Bank/Trust Department 9533 W. 143<sup>rd</sup> Street Orland Park, Illinois 60462 Mail Real Estate Tax bills to: