



**Trustee's Deed
Trust to Trust**

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, **Municipal Trust & Savings Bank**, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under the provisions of a Trust Agreement dated _____ and known as Trust Number _____, party of the first part, and

For Use of Recorder

as party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, **CONVEYS and QUIT-CLAIMS** unto party of the second part the following described real estate situated in _____ County, Illinois, to wit:

Common Address: _____

Property Index Numbers(s): _____

together with the tenements and appurtenances thereunto belonging. TO HAVE AND TO HOLD, the said real estate unto said party of the second part, and to the proper use, benefit, and behoof of said party of the second forever.

This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the Trust Agreement above mentioned. This Deed is made **SUBJECT TO** the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof; all unpaid general taxes and special assessments and other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building lines, building, liquor and other restrictions of record, if any; party walls, party wall rights, and party wall agreements, if any; zoning and building laws and ordinances; mechanic's lien claims, if any; easements, covenants, and restrictions of record, if any; rights and claims of parties in possession; and rights of way for drainage ditches, tiles, feeders and laterals.

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, 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 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 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 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 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 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 Recorder of Deeds of the aforesaid 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 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 all amendments thereof, 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Municipal Trust & Savings Bank, 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 amendments 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 Municipal Trust & Savings Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, **Municipal Trust & Savings Bank** has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and Trust Officer.

Dated: _____.

Municipal Trust & Savings Bank, as Trustee

By: _____
Catherine R. Boicken
President and Trust Officer

STATE OF ILLINOIS)
) ss
COUNTY OF KANKAKEE)

This instrument was acknowledged before me on _____ by
Catherine R. Boicken as the duly authorized President and Trust Officer of
Municipal Trust & Savings Bank.

NOTARY PUBLIC

Return To:

Send Tax Bill To:

Prepared By:

