

TRUSTEE'S DEED
TRUST TO TRUST

UNOFFICIAL COPY

04056721

THE ABOVE SPACE FOR RECORDER'S USE ONLY

DEPT-01 RECORDING
140011 TRAN 4984 12/19/94 16:04:50
#3568 # RV #-04-056721
COOK COUNTY RECORDER

THIS INDENTURE, made this 5th day of December, 1994, between **HARRIS BANK HINSDALE**, a corporation organized and existing under the Laws of the United States of America, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 13th day of November 1986, and known as Trust Number L-1421, party of the first part, and **Melissa A. Chiappetta**, as Trustee under **Melissa A. Chiappetta 1993 Trust**

party of the second part whose address is 1206 Walnut Western Springs, Illinois 60558 WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100-----dollars, and other good and valuable consideration in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Unit No. 615-# and garage space No. P-91-E, in Wilshire Green Condominium, as delineated on a survey of the following described real estate: Part of Outlot 3 of Indian Head Park Condominium Unit Number 1, being a Subdivision of part of the W.S. 1/2 of the North West 1/4 of Section 20, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25077886, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2: Easements for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Easements, Covenants and Restrictions recorded as Document Number 22779633, as amended from time to time, in Cook County, Illinois.

Permanent Index Number: 18-20-100-074-1089 and 1195
Street Address: 125 Acacia Circle, Unit #615, Indian Head Park, IL 60525

together with the tenements and appurtenances thereto belonging TO HAVE AND TO HOLD the same unto said party of the second part, to the proper use, benefit and behoof forever of said party of the second part THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee 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 of any character recorded in said county given to secure the payment of money, and remaining unrelaxed at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its AVP/Land Trust Officer and attested by its Officer

Harris Bank Hinsdale

As Trustee as aforesaid.

By: Jane Hahn
AVP/Land Trust Officer

Attest: Kama Malik
Officer

STATE OF ILLINOIS,
COUNTY OF DuPage ss

04056721

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named AVP/Land Trust Officer and Officer of **HARRIS BANK HINSDALE**, grantee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP/Land Trust Officer and Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth, and the AVP/Land Trust Officer then and there acknowledged that said AVP/Land Trust Officer, as custodian of the corporate seal of said company, caused the corporate seal of said company to be affixed to said instrument as said AVP/Land Trust Officer said free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of December, 1994

Sandra Vesely
Notary Public

DELIVERY
NAME: Fulton J. SHEEN
STREET: 106 West Burlington
CITY: LABRANGE, Illinois 60525

OR

"OFFICIAL SEAL"
Sandra Vesely
Notary Public, State of Illinois
My Commission Expires July 11, 1999

THIS INSTRUMENT WAS PREPARED BY

Sandra Vesely



HARRIS BANK HINSDALE

50 S. Lincoln St. • Hinsdale, IL 60522 • (312) 920 7000 • Member FDIC

This space for affixing riders and revenue stamps
ATTORNEYS TITLE GUARANTY FUND, INC

Document Number

2350
ew

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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 terms 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 rents, 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 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 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, and duties, and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 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 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 Grantee the entire legal and equitable title in fee simple, in and to all of 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.

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