

UNOFFICIAL COPY

COOK COUNTY, ILL. N.H.
FILED FOR RECORD

W. H. ...
Form 2

WARRANTY DEED IN TRUST

ADDRESS OF GRANTEE MAY 12 10 3 AM '76
104 SOUTH COOK STREET
BARRINGTON, ILLINOIS 60010

23 482 157

*23482157

The above space for recorder's use only

MAY 11 6 45 55 - 028

THIS INDENTURE WITNESSETH, That the Grantor **FEDOR F. BANUCHI, married to Sirirat R. Banuchi** of the County of **Cook** and State of **Illinois** for and in consideration of **TEN AND NO/100 (\$10.00)** Dollars, and other good and valuable considerations in hand paid, Convey s and warrant s unto **THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, Barrington, Illinois**, a national banking association, as Trustee under the provisions of a trust agreement dated the **10th** day of **April** 1976, known as Trust Number **11-1077**, the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

Unit 16 shown in plat of consolidation (recorded as document 15130489) of the East 23 feet of lot 22, all of lots 23 and 24 and the West 10 feet of lot B (except part of lot B taken for widening of Lakeview Avenue), also a strip of land lying South and adjacent to the South line of said lots, the East 23 feet of lot 22 and all of lots 23 and 24 and the West 10 feet of lot B and lying North of the North line of Surf Street, all in Block 2 in Gilbert Hubbard's Addition to Chicago, a Subdivision of part of the East half of the North West quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. ***

PREPARED BY: **Loretta A. Lelis**
The First National Bank & Trust Co. of Barr.
104 S. Cook St., Barrington, IL 60010

TO HAVE AND TO HOLD the said premises 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 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 redivide said property as often as desired, to contract to sell, to grant options to purchase to sell or 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 present or 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 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 rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easement or charges of any kind, to lease, convey or assign any right, title or interest in or about or 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 mortgaged 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 obligated 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

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 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 of benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor Fedor F. Banuchi aforesaid has S hereunto set his hand and seal this 10th day of April, 19 76.

Fedor F. Banuchi (Seal) Sirirat R. Banuchi (Seal)
(Seal) (Seal)

State of Illinois } ss. I, William Kaper, Jr. a Notary Public in and for County of COOK said County, in the state aforesaid, do hereby certify that FEDOR F. BANUCHI, married to Sirirat R. Banuchi

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 10th day of April, 19 76

WILLIAM KAPER, JR.
NOTARY PUBLIC
COOK COUNTY, ILL.
My Commission Expires: 4/10/80

William Kaper, Jr.
Notary Public

10⁰⁰

This Statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the instrument. The undersigned has no personal knowledge of any of the facts or statements herein contained.

"Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Act." The First National Bank and Trust Company of Barrington, as Trustee hereunder.
4-10-76 By: Mary Kay Handlman

Document Number 23482157

Mail to THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, Barrington, Illinois 60010

2916 Sheridan Road, Chicago 60657 BOX 533
For information only insert street address of above described property.

END OF RECORDED DOCUMENT