

# UNOFFICIAL COPY

GEORGE E. COLE\*  
LEGAL FORMS NO. 1990  
SEPTEMBER, 1967

## DEED IN TRUST

(ILLINOIS)

23 106 085

(The Above Space For Recorder's Use Only)

THE GRANTOR, S. ALBERT F. CERVENKA, JR., CHARLES CERVENKA, MARGARET  
of the County of Cook and State of Illinois, for and in consideration  
of TEN AND 00/100THS (\$10.00),  
and other good and valuable considerations in hand paid, Convey and (WARRANT/QUIT CLAIM)\* unto  
ALBERT F. CERVENKA, JR. and CHARLES CERVENKA  
of Chicago, Ill., as Trustee under the provisions of a trust agreement dated the 1st day of May  
1975, the following described real estate  
in the County of Cook and State of Illinois, to wit:

(See reverse side for Legal Description)

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or  
any part thereof; to dedicate parks, areas, highways or alleys; to enclose or subdivide any part thereof; to resubdivide said  
property as often as desired; to convey title to, to grant options to purchase, to sell and lease terms to, to exchange with,  
without consideration; to convey said interests 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 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 take 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, any part thereof, for other real or personal property; to grant  
easements or charges of any kind on the whole, entire or a sign 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 any one to deal with the same, whether similar to or different from  
the ways above specified, at any time or times hereinafter.

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, and in case he applied to see to the application of any  
purchase money, rent, or money borrowed or advanced on said premises, or so obliged to see that the terms of this trust have  
been complied with, or so obliged to inquire into the necessity or expediency of any act of said trustee, or to be obliged or  
privileged to inquire into any of the terms of said trust agreement; nor any 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, 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, 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, do hereby expressly waive, and release, any and all right or benefit under and by virtue of any  
and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors, aforesaid, have hereunto set their hands and seal this 1st  
day of May, 1975.

Albert F. Cervenka, Jr.  
  
Charles Cervenka  
Cook  
State of Illinois, 1975

Margaret Cervenka  
  
Hermine Cervenka  
Cook  
State of Illinois, 1975

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that ALBERT F. CERVENKA, JR., CHARLES  
personally known to me to be the same person, whose name is ALBERT F. CERVENKA,  
to the foregoing instrument, appeared before me this day in person, and acknowledged MARGARET  
that he signed, sealed and delivered the said instrument as their free and CERVENKA,  
voluntary act, for the uses and purposes therein set forth, including the release and HERMINE  
waiver of the right of homestead.

Given under my hand and official seal, this 1st day of May, 1975.  
Harold E. Collins  
NOTARY PUBLIC  
Cook County  
Commission April 4, 1975

\*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

THIS DOCUMENT PREPARED BY: HAROLD E. COLLINS, 221 No. LaSalle Street  
Chicago, Illinois 60601  
641-3513

HAROLD E. COLLINS & ASSOCIATES, LTD.  
221 N. LaSalle St., Suite 1748  
Chicago, Illinois 60601  
641-3513

ADDRESS OF PROPERTY:  
5754 W. Cornelia Avenue  
Chicago, Illinois 60634  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO

(Name)

(Address)

CERVENKA and  
HERMINE  
CERVENKA

Date: 5-1-75

BY:   
Harold E. Collins & Associates

23 106 085  
DOCUMENT NUMBER

# UNOFFICIAL COPY

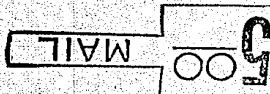
## Deed in Trust

TO

### LEGAL DESCRIPTION

The West 35 feet of the East 70 feet of Lot 24 in Atkinson's Sub-division of Lots 3, 4, and 5 in Voss Partition of 80 acres West of adjoining the East 40 acres of the South East 1/4 of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian and Lots 1, 2, 3, 9, 10 and 11 in Owners Partition of Lots 6, 7, 8, 9 and 10 of Voss Partition all record in Cook County, Illinois\*\*

CS106035



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