

UNOFFICIAL COPY

DEED IN TRUST (ILLINOIS)

No. 1990
REVISED 10-29-90

23155370 GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

DEED IN TRUST 155 370

This Indenture Witnesseth, THAT THE GRANTORS John C. Theodosakis and Helen A. Theodosakis, his wife

of the County of Lake and State of Illinois, for and in consideration of ONE (\$1.00) Dollars, and other good and valuable considerations in hand paid, Convey and Quit Claim unto John C. Theodosakis of 1755 Half Day Road, Bannockburn, Illinois, 60015

as Trustee under the provisions of a trust agreement dated the 16th day of July, 1973, and known as Trust Number One (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every the successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

8.00

JUL 18 63 95 837R

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, streets, highways or alleys; 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 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 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 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 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 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.

Anything herein to the contrary notwithstanding, all and every the successor or successor in trust under said trust agreement shall upon appointment become fully vested with all the title, estate, properties, rights, powers, authorities, trusts, duties and obligations of said trustee.

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 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 grantor... aforesaid have hereunto set their hands and seal this 16th day of July, 1973.

[SEAL]

[SEAL]

[SEAL]

[SEAL]

NO TAXABLE CONSIDERATION

23 155 370

PARCEL 1

All of Lot 1 and that part of Lots 2, 3, 4, 5, and 6 which lies Northeasterly of a line described as running from a point on the East line of Lot 2 which is 80 ft. North of the Southeast corner of said Lot 2 to a point on the Northerly line of said Lot 6 which is 37 ft. Northwesterly of the Northeast corner of said Lot 6, all in Fredrick H. Bartlett's Higgins Road Farms, being a Subdivision of part of the east 1/2 of the Southwest 1/4 of Section 33, Township 41 North, and part of the East 1/2 of the West 1/2 of Section 4, Township 40 North, all in Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2

All that part of Marek Kraus Higgins Devon-Gardens being a Subdivision of Lots 2 and 3 in Jarnekes' division of land in Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Section 33, Township 41 North, Range 12 East of the Third Principal Meridian, in the County of Cook, State of Illinois, described as follows: All of Lots 3 through 7 and that part of Lots 1 and 2 lying Southwest-erly of a straight line which intersects the Southerly right of way line of Higgins Road at the N.W. corner of said Lot 2 and running diagonally across Lots 2 and 1, to a point in the Northerly right of way line of Devon Avenue, also the Southerly line of Lot 1, 95 ft. Westerly of the Southeast corner of said Lot 1.

PARCEL 3

Lots 8, 9, 10, 11, 12 and 13 and that part of Lots 14, 15, 16 and 17 lying Southwest-erly of a straight line drawn from the Northwest corner of said Lot 14 and the Southeast corner of said Lot 17, all in Marek Kraus' Higgins Devon-Gardens being a subdivision of Lots 2 and 3 in Jarnekes' Division of Land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and in Section 33, Township 41 North, Range 12 East of the Third Principal Meridian, in the County of Cook, State of Illinois.

23 155 370

STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, Suzanne Mikulina

A Notary Public in and for said County, in the

State aforesaid, do hereby certify that

John C. Theodosakis and Helen A. Theodosakis,

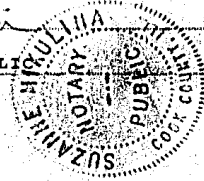
his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 June A. D. 1975

Suzanne Mikulina

NOTARY PUBLIC



My Commission Expires November 24, 1975

This Instrument was prepared by Milton K. Joseph, 9701 Higgins Road, Rosemont, Illinois 60018.

COOK COUNTY FILED FOR

JUL 18 12 56 PM '75

RECORDS OF DEEDS

*23155370

Trust No. ONE

Deed in Trust

John C. Theodosakis

and Helen A. Theodosakis

TO

John C. Theodosakis

TRUSTEE

GEORGE COLE COMPANY

END OF RECORDED DOCUMENT