

THAT THE GRANTOR

Steven P. Berkowitz, his wife, Susan Berkowitz

and the CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF

Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the 28th day of March 1978, known as Trust Number 48-66397-5, the follow-

County of Cook

in Castlewood, being a Subdivision of all that part of Lot 4 in Fussy and Fernimore's Subdivision of the South East fractional quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, lying East of the center line of Sheridan Road and North of the North line of the South 5.20 chains of said Section 8, in Cook County, Illinois.

(e) covenants, conditions and restrictions of record; (f) private, public and utility easements and roads and highways, if any; (g) party wall rights and agreements, if any; (h) existing leases and tenancies; (i) special taxes or assessments for improvements not yet completed; (j) any unconfirmed special tax or assessment; (k) instalments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (l) mortgage or trust deed specified below, if any; (m) general taxes for the year 1977 and subsequent years, including taxes which may accrue by reason of new or additional improvements during the year 1977.

SUBJECT TO:

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 and vested in 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 re-subdivide said property as often as desired, to contract to sell, to grant or give, to purchase, to sell or to convey either with or without consideration, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property or any part thereof, to lease or to sublease, or any part thereof, from time to time, not exceeding in the case of any single demise the term of 199 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 lease and to grant options to lease and options to renew and 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 connected with said premises or any part thereof, and to deal with said property and any 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. Any such power and authority granted to the Trustee shall not be exhausted by the user thereof, but may be exercised by it from time to time and as often as occasion may arise with respect to all or any part of the trust property.

In no case shall any person dealing with said trustee in relation to said premises, or to whom a part of 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 execution of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust and said trust agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be allowed 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 on or claiming under any such conveyance, lease or other instrument. (a) that at the time of the delivery thereof the trust agreement by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed by a trustee with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereto of binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every deed, mortgage, lease or other instrument, and (d) if the conveyance is made by 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 the trustee 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 said Trustee shall not be required to produce the trust agreement or a copy thereof or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

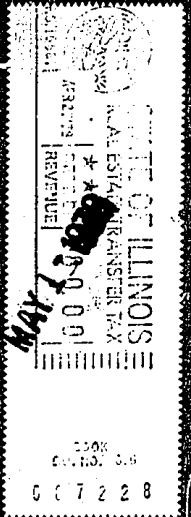
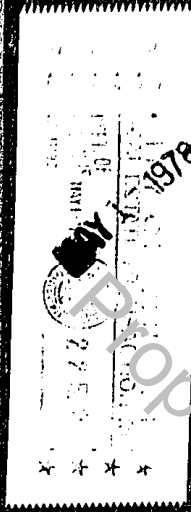
And the said grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN WITNESS WHEREOF, the grantors aforesaid have hereunto set their hand and seal the 28th day of March 1978.

Handwritten signatures of Steven P. Berkowitz and Susan Berkowitz, each followed by a printed name and a (SEAL) stamp.

Handwritten text: © M... Box 202

UNOFFICIAL COPY



State of Illinois
County of Cook

I, Mindy L. Gilbert, Notary Public

10.00

Notary Public in and for said County, in the State aforesaid, do hereby certify

that Steven P. Berkowitz and Susan Berkowitz

his wife

who are

personally known to me to be the same persons whose names 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 and deed 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 28th

March, A. D. 1978

Mindy L. Gilbert

Mindy L. Gilbert

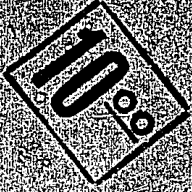
CONVAYANCE IN TRUST
DEED

To
Continental Illinois National Bank
and Trust Company of Chicago
AS TRUSTEE

Trust No.

Address of Property

Common
Centr. Bank
Box 2000



END OF RECORDED DOCUMENT