

UNOFFICIAL COPY

DEED IN TRUST

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24594261

Quit Claim

FORM 4225 BANKFORMS, INC., MELROSE PARK, ILL.

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, CAMILLE A. FRUZYAN,
 divorced and not remarried, of the County of Cook and State of Illinois,
 for and in consideration of the sum of TEN AND NO/100 Dollars (\$ 10.00),
 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey
 at a Quit Claim unto WHEELING TRUST AND SAVINGS BANK, a banking corporation duly organized and
 existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of
 Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 29th day of
May 19 73, and known as Trust Number 73-256, the following described real estate in the
 County of Cook and State of Illinois, to-wit:

PARCEL 1: LOTS 1, 2 AND 3 IN KLEHM'S RESUBDIVISION OF THE SOUTH 333.47
 (EXCEPT THE EAST 80.96 FEET THEREOF) OF LOT 4 AND ALL OF LOTS 5, 6 AND 7
 (EXCEPT THE WEST 33 FEET OF SAID LOT 7) TOGETHER WITH THE VACATED PORTION
 OF THE NORTH AND SOUTH PUBLIC STREET LYING BETWEEN SAID LOTS 5 AND 6, ALL
 IN UNDERHILL'S ADDITION TO THE TOWN OF DUNTON, BEING A SUBDIVISION OF PART
 OF

THE NORTHEAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH,
 RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
 PARCEL 2: LOT 1 IN MCHUGH'S RESUBDIVISION OF LOT 4 (EXCEPT THE SOUTH 233.47
 FEET THEREOF) AND ALL OF LOTS 9 AND 10 IN UNDERHILL'S ADDITION TO TOWN OF
 DUNTON, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST
 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
 MERIDIAN IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NO. 46044, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22229526, TOGETHER WITH AN UNDIVIDED 1.39% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.

ALSO A PERPETUAL EXCLUSIVE EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. N38, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.

10.00

10.15

MAIL

24594261

Cook County Clerk's Office

SUBJECT TO General Taxes for 1978 and subsequent years; easements; covenants; restrictions; and building lines of record.

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide 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, to lease, to 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 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 conditions 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 financing the amount of present or future rentals, 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 encumbrance 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 by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of such 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 authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, (c) that said Trustee, or any successor in trust, was duly 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.

This conveyance is made upon the express understanding and condition that neither Wheeling Trust and Savings Bank, 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 in fact 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 they appear 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 whatsoever 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 the earnings, avails and proceeds thereof as aforesaid, this intention hereof being to vest in said Wheeling Trust and Savings Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described. In the certificate of title or duplicate thereof, as now or hereafter registered, the Registrar of Titles is hereby directed not to register or note 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 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 grantor, hereby expressly waives and releases 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 has hereunto set her hand and seal this 10th day of August 1978

[SEAL] Camille A. Fruzyan [SEAL] [SEAL] [SEAL]

State of Illinois) ss. I, ALBERT A. PETERS a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that CAMILLE A. FRUZYAN, divorced and not since remarried,



personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of 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 August 1978

Albert A. Peters Notary Public

This Instrument Was Prepared By ALLAN PETERS, Attorney at Law 202 E. Wacker Drive, Chicago, IL 60604 WHEELING TRUST AND SAVINGS BANK

For information only insert street address of above described property.

Document Number 24594261 Date 8-21-78 Buyer, Seller or Representative A. Peters

Exempt Under Provisions of Internal Revenue Code, Section 4, Real Estate Transfer Tax Act.

Property of Cook County