

UNOFFICIAL COPY

66-59-754
66-59-756 J unit K

66-59-754 K2
24 702 731
L-91898-6
L-91899-1

WARRANTY DEED IN TRUST

24 702 731

The above space for recorder's use only

66-59-754 K2

THIS INDENTURE WITNESSETH, That the Grantor, DANIEL R. FUSCO and DOROTHY A. FUSCO, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S. and Warrant S. unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 24th day of October 19 78 and known as Trust Number 24411, the following described real estate in the County of COOK and State of Illinois, to-wit:

UNIT NO. 313 in Renaissance Reau Condominiums, legally described on the attached Rider.
UNIT NO. 319 in Renaissance Reau Condominiums, legally described on the attached Rider.

12.00

SUBJECT TO Conditions, Restrictions, Easements Of Record

TO HAVE AND TO HOLD the said real estate with the covenants, conditions, and restrictions, 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 grant, to lease or 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 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 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 easement 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 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every 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 in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, 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.
This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any legal judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract which is entered into by said Trustee, or any successor in trust, in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement or their attorney-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 not indirectly as the Trustee shall have no obligation whatsoever with respect to any such contract or indebtedness, except in conformity 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 whomsoever 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, the intention hereof being to vest in said The Cosmopolitan National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.
If the title to any of the above real estate 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 said 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.

02-14-100-009

In Witness Whereof, the grantor S aforesaid have hereunto set their hand S and seal S this 30th day of October 1978
Daniel Fusco [SEAL] Dorothy A. Fusco [SEAL]

State of Illinois) I, John M. O'Brien a Notary Public in and for said County, in County of Cook) ss. the state aforesaid, do hereby certify that DANIEL R. FUSCO and DOROTHY A. FUSCO, his wife



personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that have 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 30th day of OCTOBER 19 78
John M. O'Brien Notary Public

The Cosmopolitan National Bank of Chicago

313 and 319 Rimini Court
Palatine, Illinois
For information only insert street address of above described property.

This transaction is exempt from tax as how under paragraph E of the Real Estate Transfer Tax Act of the State of Illinois. Daniel Fusco, 6663 Chicago, Ill

This instrument was prepared by Daniel R. Fusco 29 S. LaSalle Chicago, Ill 60603

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
801 NORTH CLARK STREET
CHICAGO, ILLINOIS 60610

24 702 731

Bot 1408

RIDER

Legal Description:

Parcel 1:

Unit 313 in the Renaissance Reau Condominium as Delineated on a Survey of the following described real estate: certain lots in Renaissance Resubdivision, being a resubdivision of part of Renaissance Subdivision of part of the northwest quarter of Section 14, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 28, 1977 as Document 24125743, which survey is attached as Exhibit C to the Declaration of Condominium recorded as Document 24432968, together with its undivided percentage interest in the common elements;

ALSO

Parcel 2:

Easement for ingress and egress for the benefit of parcel 1 as set forth in the Declaration of Condominium recorded as Document 24432968 and as created by this deed from Chicago Title and Trust Co., a Corporation of Illinois, as Trustee under Trust Agreement dated September 10, 1973 and known as Trust No. 62945 to the within named grantee.

Conditional Limitation:

This deed is conveyed on the conditional limitation that the percentage of ownership of said Grantees in the common elements shall be divested pro tanto and vest in the Grantees of the other units in accordance with the terms of said Declaration and any amended declarations recorded pursuant thereto, and the right of revocation is also hereby reserved to the Grantor herein to accomplish this result. Acceptance of this conveyance by the Grantees shall be deemed an agreement with the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the common elements pursuant to said Declaration and to all other terms of said Declaration, which is hereby incorporated herein by reference thereto, and to all the terms of each amended Declaration recorded pursuant thereto.

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RIDER

Legal Description:

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END OF RECORDED DOCUMENT