

# UNOFFICIAL COPY

## DEED IN TRUST

24837553

The above space \$79 FEB 8 only PM 1 31

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Franklyn C. Loding and Patricia A. Loding, his wife, for and in consideration of the sum of Ten Dollars and no/100ths Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto COLONIAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation whose address is 5850 West Belmont Avenue, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of January 1979, and known as Trust Number 253, the following described real estate in the County of Cook and State of Illinois, to wit:

10.00

See attached legal rider which is incorporated herein by reference.

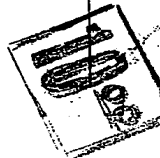
### RIDER

Unit No. 378 in the GROVES OF HIDDEN CREEK CONDOMINIUM II as delineated on a survey of a part of the Southeast quarter of Section 1, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit E to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws for the Groves of Hidden Creek Condominium II ("Declaration") made by La Salle National Bank, as Trustee under Trust No. 44398, recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 23517637; together with its undivided percentage interest in the Common Elements as set forth in the Declaration, as amended from time to time, which percentage shall automatically change in accordance with Declarations as same are filed of record pursuant to the Declaration, and together with additional Common Elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

Also included herein as easements appurtenant to the above described real estate are the rights and easements for the benefit of said property set forth in the Declaration, and in the Declaration of Easements, Restrictions and Covenants for the Groves of Hidden Creek Community Association ("Homeowner's Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document No. 22827822; as amended from time to time,

Also included herein is an easement for ingress and egress over an area marked or identified as "66 ft Easement for ingress, egress, public utilities, including sewer, water and gas" on Exhibit E to the Declaration.

The above described real estate is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the Declaration and the Homeowner's Declaration the same as though the provisions of the Declaration and Homeowner's Declaration were recited and stipulated at length herein.



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Recorder's Office

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Exempt under provisions of Paragraph 1, Section 4, Real Estate Transfer Tax Act.

Date

1/26/79

Notary Public for State of Illinois

Section 4,

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 to public use, and subdivision or part thereof, and to resubdivide 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 successors 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 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 futuro, 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, 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 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 thereunder, (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 seized 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 conditions that neither Colonial Bank and Trust Company of Chicago, 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 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 thereof, or for injury to person or property, happening or about said real estate, any and all such liability 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 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 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Colonial Bank and Trust Company 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 the said grantor hereby expressly waives . . . . any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid has vs herunto set their hand s and seal S this 26th day of January 19 79

Joseph M. Gaigliardo [SEAL]  
Patricia A. Ludwig [SEAL]

STATE OF Illinois ) I, Joseph M. Gaigliardo Notary Public in and for said  
COUNTY OF Cook ) ss. County, in the State aforesaid, do hereby certify that FRANKLYN C.  
Lodwig and Patricia A. Ludwig

personally known to me to be the same person S whose name S 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 purposes and to the effect set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and WETARIAL C. Gaigliardo seal this 26th day of January A.D. 19 79  
Joseph M. Gaigliardo Notary Public

My commission expires October 6, 1981  
This instrument was prepared by Joseph M. Gaigliardo 3426 N. Southport, Chgo., Ill.  
Name Julian, 60657

2483  
Notary Public  
24837553

Colonial Bank and Trust Company of Chicago  
Box 63

1936 Hidden Creek, Palatine, Ill.  
For information only insert street address of above described property.

END OF RECORDED DOCUMENT