

UNOFFICIAL COPY

DEED IN TRUST
(WARRANTY)

1979 MAR 26 AM 9 39 24891180
MAR-26 1979 (The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor s. MICHAEL J. CHRISTOPOULOS and JOSEPHINE F. CHRISTOPOULOS, his wife, of the County of Cook and State of Illinois for and in consideration of the sum of ten and No/100 (\$10.00) Dollars, to 10.00 Dollars, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and Warrant unto Dempster Plaza State Bank an Illinois banking corporation, Niles 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 24th day of February, 1979, and known as Trust Number 625, the following described real estate in the County of Cook and State of Illinois, to wit:

Unit 375 in Bay Colony Condominium as delineated on survey of parts of the South 1/2 of the North East 1/4 of the North East 1/4 of Section 16, and parts of the South West 1/4 of the North West 1/4 of the North West 1/4 of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, (hereinafter referred to as Parcel), which survey is attached as Exhibit A to Declaration of Condominium Ownership made by Chicago Title and Trust Company, as Trustee under Trust No. 61500 recorded in the Office of the Recorder of Deeds as Document Number 22400645 as amended from time to time, together with its undivided percentage 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) in Cook County, Illinois

Subject To: Real Estate Taxes for 1978 and subsequent years;
Subject To: Easements, Restrictions and Covenants of record.

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Cook County Clerk's Office

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SUBJECT TO

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 with respect to the real estate or any part or parts of it, and at any time or times 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 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, to 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 the present or in the 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 provisions thereof, 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 lease the whole or any part of the reversion 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 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 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 the trust property, or be obliged to see that the terms of the 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 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 vested with all the title, estate, rights, powers, authorities, duties and obligations of the Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either 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 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, 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. A 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intent hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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, S, 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, S, aforesaid have hereunto set their hand S and seal S this 12th day of March, 1979.

[Seal] x Michael J. Christopoulos [Seal]
x Josephine F. Christopoulos [Seal]

STATE OF ILLINOIS
COUNTY OF COOK

I, DONALD ANGULO, a Notary Public in and for said County, in the State of Illinois, do hereby certify that the above person S, whose name is MICHAEL J. CHRISTOPOULOS and JOSEPHINE F. CHRISTOPOULOS, personally known to me, and who subscribed to the foregoing instrument, appeared before me this day to execute 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 12th day of March, 1979.
Commission expires 1982

NOTARY PUBLIC

Document Prepared By
KENNETH J. COHEN
8074 Milwaukee Avenue
Niles, IL 60648
DEMPSTER PLAZA STATE BANK
P. O. BOX 48-283
8720 DEMPSTER STREET
NILES, ILLINOIS 60648
Des Plaines, IL
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO
Christopoulos (Name)
Above Address (Address)

Exempt under provisions of Paragraph 11 of Article IX of the Illinois Constitution of 1970.
Date 3/23/79
Buyer, Seller or Representative

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24891180
DOCUMENT NUMBER
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END OF RECORDED DOCUMENT