

DEED IN TRUST  
(WARRANTY)

24 206 493

THIS CORRECTED DEED REPLACES 23 639 974 dated 9/17/76  
(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH that the Grantor GEORGE DOUGHERTY 24 206 493

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars, (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warranty S unto First State Bank & Trust Company of Hanover Park, an Illinois banking corporation of Hanover Park, 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 30th day of December, 1975 and known as Trust Number 166, the following described real estate in the County of Cook and State of Illinois, to-wit: This corrected deed replaces 23 639 974 dated 9/17/76.

EXHIBIT "A"

UNIT C IN BUILDING 6 IN BARTLETT GREEN CONDOMINIUM UNIT 5 AS DFLINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED LAND (HEREINAFTER REFERRED TO AS "PARCEL":)

Lots 14 thru 36, both inclusive, and Lot 37 (except the North 25 feet thereof) in Block 2, all in H.O. Stone and Company's Town Addition to Bartlett, being a subdivision in the Southwest Quarter of Section 35 and the Southeast Quarter of Section 34, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1929 as Document Number 10435526 in the Village of Bartlett, in Cook County, Illinois (excepting therefrom Lots 11 and 12 of Unit 1 in Bartlett Manor Subdivision, being a Resubdivision in the Northeast Quarter of the Southwest Quarter of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian in the Village of Bartlett in Cook County, Illinois); and also Lots 6, 7, 10 and 12 in Unit 1 in Bartlett Manor Subdivision being a Resubdivision in the Northeast Quarter of the Southwest Quarter of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian in the Village of Bartlett, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium ownership recorded as Document 22449519 on August 22, 1973, together with the undivided percentage interest in the common element. (Excepting from said parcel all the property and space comprising all the units as defined and set forth in said Declaration and survey).

SUBJECT TO: Mortgage dated May 23, 1974 and recorded June 6, 1974, as Document Number 22 740 949 and made by Richard D. Cudzilo and Shirley J. Cudzilo, his wife, to Mortgage Investment Services, Inc. in the amount of \$23,600.00.

# UNOFFICIAL COPY

Legal description attached hereto as Exhibit "A"

Subject to: Covenants, easements, restrictions and reservations of record; General taxes for 1976 and subsequent years; Mortgage dated May 23, 1974 and recorded June 6, 1974 as Document 22740949 to Mortgage Investment Services, Inc.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon 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 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, 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 succeed, change or modify leases, and the terms and provisions thereof, to chase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to 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 should 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 any part of 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 trust property 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 any amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, is 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 the Grantee, neither 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 if 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, 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 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 intention 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 hereby expressly waive and release 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 George Dougherty aforesaid has hereunto set his hand and seal this 15th day of November, 19 77

STATE OF ILLINOIS  
COUNTY OF COOK ) ss.  
I, Joan M. Peirson, a Notary Public in and for said County, in the State

aforesaid, do hereby certify that George Dougherty personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 15th day of November, 19 77 and acknowledged that he signed, sealed and delivered the said instrument as 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 15th day of November, 19 77  
Commission expires 6-12 19 78

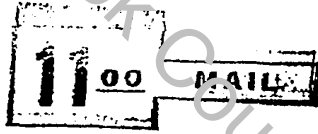
MAIL TO:  
HEIDELBERGER & LEIBSKER  
29 SOUTH LA SALLE  
CHICAGO, ILLINOIS 60603  
DOCUMENT PREPARED BY:  
Donald M. Leibsker, Atty.  
7225 Longmeadow Lane, Hanover Park, Ill.  
SEND SUBSEQUENT TAX BILLS TO:  
6 - Dougherty, 300 Evans Ct.  
Sycamore, Ill. 60103  
WEST BANK 6-E-N 77-01-1987  
145C Ann Ct.  
Bartlett, Illinois 60103  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

AFFIX "RIDERS" OR REVENUE STAMPS HERE  
Stamp under provisions of Paragraph Section 101 of the Internal Revenue Tax Act. 11-15-77  
Date  
Lloyd, Selzer & Representative  
24 206 493  
DOCUMENT NUMBER

UNOFFICIAL COPY

1977 NOV 22 PM 3 15  
NOV-22-77 4 5 0 2 5 • 24206493 • A Rec 11.15

Property of Cook County Clerk's Office



24206493

RETURN TO: First State Bank & Trust Company  
of Hanover Park  
1400 Irving Park Road  
Hanover Park, Illinois 60103

TRUST NO.

**DEED IN TRUST**

(WARRANTY DEED)

TO

**First State Bank & Trust Company  
of Hanover Park**  
Hanover Park, Illinois

TRUSTEE

FORM 58F 218 (REV. 1/76)

**END OF RECORDED DOCUMENT**