

UNOFFICIAL COPY

DEED IN TRUST (WARRANTY)

24 398 872

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor of KIHWA CHOI and MYUNG RAE CHOI, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten 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 North Point State Bank, an Illinois banking corporation of Arlington Heights, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee for the provisions of a certain Trust Agreement, dated the 9th day of February, 1978 and known as Trust Number 1978-11-3-4840, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 40 in Block 2 in Hindman's First Addition to West Ravenswood, being a subdivision of the South half of the South half of the East 60 acres of the South West quarter of Section 11, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO general real estate taxes for the year 1977 and subsequent years, all covenants, conditions and restrictions 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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and defend said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey 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, power 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 person or by agent, by lease in commencement in the present or in the future and upon any terms and for any period or periods of time, not exceeding 10 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 at any time or times hereafter, to contract to make lease 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 to sell the same or any part thereof, 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 above or assessment 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, 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, or any part thereof, in favor of any person relying upon or claiming under any such conveyance, lease or other instrument, (a) at the time of the delivery thereof 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 no 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 his, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Trustee, 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 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 and 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 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 whosoever 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 and of all persons claiming under them or any of them shall be deemed to have any interest in the trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, it being understood that the Trustee shall hold 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 S aforesaid has hereunto set hand S and seal S this 9th day of February, 1978

[Seal]

Kihwa Choi [Seal] Kihwa Choi
Myung Rae Choi [Seal] Myung Rae Choi

STATE OF Illinois
COUNTY OF Cook

I, the undersigned, William R. March, a Notary Public in and for said County, in the State of Illinois, do hereby certify that KIHWA CHOI and MYUNG RAE CHOI, his wife, personally appeared before me, and acknowledged that they are the same persons S whose names S are subscribed to the foregoing instrument, appeared before me for the purpose hereon and acknowledged that they executed, sealed and delivered the said instrument as their free and voluntary act and for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 3rd day of March, 1978.

My commission expires 5 day of May, 1979. William R. March NOTARY PUBLIC

MAIL TO:
North Point State Bank
(Name)
320 E. Rand Road
Arlington Heights, Ill. 60006
(City, State and Zip)

DOCUMENT PREPARED BY:
K. Y. Shim, Attorney at Law
77 W. Washington St., Chicago, Ill.
SEND SUBSEQUENT TAX BILLS TO:
(Name)
(Address)

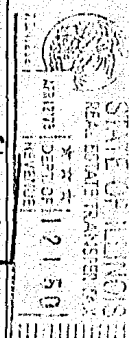
OR RECORDER'S OFFICE BOX NO. 4859 N. Lawndale Avenue
Chicago, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

584603 Doc#160

13-13-4840

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AFFIX "RIDERS" OR REVENUE STAMPS HERE
CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT OF REVENUE
175.00

24 398 872

DOCUMENT NUMBER

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Property of Cook County Clerk's Office

RETURN TO: North Point State Bank
320 East Rand Road
Arlington Heights, Illinois 60006

APR 12 9 07 AM '78

*24398672

TRUST NO. _____

DEED IN TRUST
(WARRANTY DEED)

TO

North Point State Bank
Arlington Heights, Illinois
TRUSTEE

FORM 997 215 (REV. 11/76)

END OF RECORDED DOCUMENT