

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

1980 OCT 9 AM 9 06

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TA 301 FORM 16554 MAR/FORNS 1976

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors FRED HAWEKOTTE and JEANNE HAWEKOTTE, his wife (CI-9-C) of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto COMMUNITY BANK & TRUST COMPANY OF EDGEWATER, a corporation duly organized and existing as a state banking association under the laws of the State of 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 7th day of October, 1980, and known as Trust Number 8010253 the following described real estate in the County of COOK and State of Illinois, to-wit:

**PARCEL 1:**

Lott 22 (except the West 25 feet thereof) in Block 3 in Secrist's Subdivision of the East half of the South East quarter of the South East quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

**PARCEL 2:**

The West 4 feet of Lot 23 and the East 8 inches of the West 4 feet 8 inches of Lot 23 in Block 3 in Secrist's Subdivision of the East half of the South East quarter of the South East quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax Number: 13-10-427-037

SUBJECT TO General taxes for the years 79-80 and Mortgage, dated 4-11-78, Doc. No. 24,400,771 Trust Deed dated 6-13-78, Doc. No. 24,400,772 Assignment of Rents dated 6-13-78, Doc. No. 24,400,775

Full power and authority is hereby granted to said Trustee to improve, to lease, protect and subdivide said real estate or any part thereof, 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, to lease, to 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 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 timing, 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 changes of any kind, to release, convey or assign any right, title or interest in or about or encumbrance 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 provided 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 as well as in any 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 convey such deed, trust deed, mortgage or other instrument and that 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Community Bank & Trust Company of Edgewater, 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 direction 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 available 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 Community Bank & Trust Company of Edgewater 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 no 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 land is in accordance with the true intent and meaning of the trust.

And the said grantors 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 grantors JEANNE HAWEKOTTE and FRED HAWEKOTTE hereunto set their hands and seal this 7th day of October, 1980

Jeanne Hawekotte [SEAL] Fred Hawekotte [SEAL]

State of ILLINOIS ss. I, RICHARD J. VITKOVAN a Notary Public in and for said County, in County of COOK do hereby certify that Fred Hawekotte and Jeanne Hawekotte, his wife

Prepared by:  
Ralla Klepik  
555 N. Ashland Ave.  
Chicago, IL 60640

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 they signed, sealed and delivered the said instrument as their 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 7th day of October, 1980  
Richard J. Vitkovan  
Notary Public

MAIL To:  
COMMUNITY BANK & TRUST COMPANY OF EDGEWATER  
5340 North Clark Street  
Chicago, Illinois 60640

4070 W. LAWRENCE, CHICAGO, ILL  
For information only insert street address of above described property.

10.15

1000 MAIL

Exempt under Real Estate Transfer Tax Act Sec. 95104 Par. 1 & Cook County Ord. 95104 Par. 1  
Date 10/9/80

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## END OF RECORDED DOCUMENT