

UNOFFICIAL COPY

DEED IN TRUST

1979 JUN 27 PM 3 21

25026170

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Joseph Potempa and Louise Potempa, of the County of COOK and State of ILLINOIS, 41 250 for and in consideration of the sum of TEN DOLLARS 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 5th day of JUNE 1979, and known as Trust Number 174, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot seventy eight (78) (except the West eighty seven (87) feet thereof) in Atkinson's Subdivision of Lots three (3), four (4) and five (5) in Voss' Partition of eighty (80) acres West of and adjoining the East forty (40) acres of the South East quarter of Section twenty (20) Township forty (40) North, Range thirteen (13) East of the Third Principal Meridian, and of Lots one (1), two (2), three (3), nine (9), ten (10) and eleven (11) in Owner's Partition of Lots six (6), seven (7), eight (8), nine (9), and ten (10) of Voss' Partition aforesaid, in Cook County, Illinois.

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 vacate any subdivision or part thereof, and to resubdivide said real estate as often as may be necessary 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 in trust and to grant to such 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 continue 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 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 and from time to time, after, to contract to make leases and to grant options to lease and options to renew lease, 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 to sign any right, title or interest in or about or 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 vested with all the title, estate, rights, powers, authorities, duties and obligations of his, 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 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 said Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as he or she may-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 in 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 whatsoever 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 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 shall be 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 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands S and seal this 26th day of June 1979

[SEAL] Joseph Potempa [SEAL]
[SEAL] Louise Potempa [SEAL]

STATE OF Cook)
COUNTY OF Illinois) ss. BARBARA H. BERNARDINI Notary Public in and for said County of Illinois, do hereby certify that Joseph Potempa and Louise Potempa

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 free and voluntary act, for the uses and purposes therein set forth, their release and waiver of the right of homestead.

GIVEN under my hand and NOTARIAL seal this 26th day of June 1979
Richard A. Bernardini

My commission expires Jan. 27 1980
This instrument was prepared by Xavier G. Velasco, 245 E. Grovenor, Schaumburg Name Address

Exempt under provisions of Paragraph (c), Section 4, Real Estate Transfer Tax Act.
Date 6/26/79
Representative Barbara H. Bernardini
Document Number 25026170



Colonial Bank and Trust Company of Chicago
Box 63

5700 W. School St. Chicago, COOK
For information only insert street address of above described property

END OF RECORDED DOCUMENT