

UNOFFICIAL COPY

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This Indenture Witnesseth, That the Grantor, _____

Gregory M. Cozzi, a bachelor,

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 S and Warrant S unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 11th day of July 19 79, and known as Trust Number 95802765, the following described real estate in the County of Cook and State of Illinois, to-wit:

ATTACHED RIDER IS INCORPORATED HEREIN

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Legal Description attached.

UNIT 33b, as delineated on Plat of Survey of the West 366.44 feet, as measured at Right angles to the West Line thereof, of Lot 2 together with that part of the North 353.0 feet, as measured at right angles to the North line of said Lot 2 and that part of the South 258.0 feet, as measured at right angles to the South Line of said Lot 2, lying East of said West 366.44 feet of said Lot 2, in Weathersfield Commons Park, being a subdivision in the Southeast Quarter of Section 20, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

AND

That part of Lots 3 and 4 of Weathersfield Commons Park, being a subdivision in the Southeast Quarter of Section 20, Township 41 North, Range 10, East of the third Principal Meridian, Taken as a Tract, described as follows: beginning at the Southwest corner of said Tract thence Easterly along the South Line of said tract (the South Line of said Tract having a bearing of North 89° 50' 25" East for the purposes of this description), 265 feet; thence North 0° 09' 35" West, 316.00 feet, thence South 89° 50' 25" West, 20.00 feet; thence North 0° 09' 35" West, 118.49 feet more or less, to a point and a line drawn at Right angles to the East Line of said tract, as measured along the East Line of said tract 567.79 feet West of the East Line of said tract 432.59 feet Northerly of the Southeast corner of said tract, as measured along the East line of said tract 567.79 feet West of the East line of said tract, as measured along said previously described Right angle line; thence North 86° 51' 58" West, along said last described line, and that part of Lots 3 and 4 of Weathersfield Commons Park, being a subdivision in the Southeast Quarter of Section 20, Township 41 North, Range 10, East of the Third Principal Meridian, taken as a Tract, described as follows: beginning at the Southwest corner of said tract thence Easterly along the South line of said tract (the South Line of said Tract having a bearing of North 89° 50' 25" East for the purposes of this description), 265 feet; thence North 0° 09' 35" West, 316.00 feet, thence South 89° 50' 25" West, 20.00 feet; Thence North 0° 09' 35" West, 118.49 feet, more or less, to a point on a line drawn at Right Angles to the East line of said tract 432.59 feet Northerly of the Southeast corner of said tract, as measured along the East line of said tract 567.79 feet West of the East line of said tract, as measured along said previously described Right angle line; thence North 86° 51' 58" West, along said last described line, 176.50 feet, more or less, to a point on a curve on the West line of said tract, said point lies 83.64 feet Southwesterly from a point of tangency on the West line of said tract as measured along a curve on the West line of said tract, having a radius of 882.75 feet; thence Southwesterly along the West line of said tract, said West line being a curve concave Southwesterly, having a radius of 882.75 feet, a distance of 350.80 feet (arc measure) to a point of tangency on the West line of said tract 133.00 feet North of the Point of beginning; Thence South 0° 09' 35" East, along the West line of said tract, 133.00 feet to the point of beginning, in Cook County, Illinois. Which survey is attached as Exhibit "A" to Declaration Establishing a Plan for Condominium Ownership made by Campanelli, Inc., recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 21854990 and as amended together with a percentage of the Common Elements appurtenant thereto to said Unit as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with amended Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such amended Declarations are filed of record, in the percentages set forth in such amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended Declaration as though conveyed hereby.

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This deed is conveyed on the conditional limitation that the percentage of ownership of said Grantees in the Common Elements shall be divested pro-tanto and vest in the Grantees of the other Units in Accordance with the term of said Declaration and any Amended Declarations recorded pursuant thereto, and the right of revocation is also hereby reserved to the Grantor herein to accomplish this result. The acceptance of this conveyance by the Grantees shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the Common Elements pursuant to said Declaration and to all the other terms of said Declaration, which is hereby incorporated hereto, and to all the terms of each Amended

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Property of Cook County Clerk

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 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 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 present or in futuro, 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 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 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 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The First National Bank of Des Plaines, 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 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 First National Bank of Des Plaines 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... 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 aforesaid has hereunto set his hand and seal this 11th day of July 1979.

Gregory M. Cozzi (Signature and Name)

THIS INSTRUMENT PREPARED BY: JAMES S. SHELDON, ESQ. 701 LEE STREET DES PLAINES, ILLINOIS 60016

EXACT UNDER PROVISIONS OF PAR. E. SECT. 4. REAL ESTATE TRANSFER TAX ACT. 25054215

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STATE OF Illinois

COUNTY OF Cook

SS.

I, Joyce Matkovic

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Gregory M. Cozzi, a bachelor,

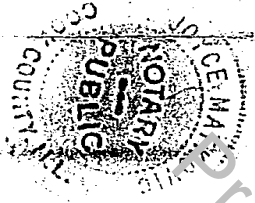
personally known to me to be the same person whose name
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument
as his free and voluntary act, for the uses and purposes therein set forth,
including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 11th day of
July A. D. 19 79

Joyce Matkovic

Notary Public.

My commission expires _____ My Commission expires 5-15-82



Property of Cook County Clerk's Office



25054215

TRUST NO. _____

Deed in Trust

WARRANTY DEED

TO

THE FIRST NATIONAL BANK
OF DES PLAINES
733 Lee Street
Des Plaines, Illinois
TRUSTEE



END OF RECORDED DOCUMENT