

DEED IN TRUST

25387953

(WARRANTY)

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S. RICHARD C. POKLACKI and KATHLEEN A. POKLACKI, his wife 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 First State Bank & Trust Company of Hanover Park, an Illinois banking corporation, 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 6th day of March, 1980 and known as Trust Number 761, the following described real estate in the County of Cook and State of Illinois, to-wit:

(SEE SCHEDULE "A" ATTACHED)

commonly known as: Unit A-1, 370 Ferndale Court Schaumburg, Illinois 60193

Subject to:

- a. General taxes for 1979 and succeeding years;
b. Easements, covenants, conditions and restrictions of record.

12th MAIL

TO HAVE AND TO HOLD the said real estate unto the said grantees, 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 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 warranty, 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, or to lease 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 amend, change, modify, lease 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 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 in all 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 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, competency or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, or any 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 every person relying upon or claiming under any such conveyance, lease or other instrument, and that at the time of the delivery thereof the trust created by this Deed and said Trust Agreement was in full force and effect, and that such conveyance or other instrument was executed in accordance with the trust, 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 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 the predecessor Trustee.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually or a 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, or any part thereof, in any 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 purpose, or at the election of the Trustee, in its own name, as Trustee, of in press 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.

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 interest 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. And the said Grantor S 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 have hereunto set their hands and seals this 7th day of March, 19 80.

Richard C. Poklacki (Seal) Kathleen A. Poklacki (Seal)
RICHARD C. POKLACKI KATHLEEN A. POKLACKI

STATE OF ILLINOIS
COUNTY OF COOK

I, JOSEPH F. GRECO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard C. Poklacki and Kathleen A. Poklacki, his personally known to me to be the same person S whose name S are 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, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this 7th day of March.

Commission expires July 19 19 80

MAIL TO: Beverly Wood, Trust Officer, First State Bank and Trust Company of Hanover Park, 1400 West Irving Park Road, Hanover Park, IL 60103

DOCUMENT PREPARED BY: Joseph F. Greco, Esq., 1535 W. Schaumburg Road, Schaumburg, IL 60193, Richard C. Poklacki, Unit A-1, 370 Ferndale Court, Schaumburg, Illinois 60193

OR RECORDER'S OFFICE BOX NO. 370 Ferndale Court, Unit A-1, Schaumburg, IL 60193. THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

THIS TRANSACTION FALLS UNDER PARAGRAPH 4 (e) OF THE ILLINOIS REVENUE LICENSATION STAMP ACT.

APPROX "HIDERS" OR REVENUE STAMPS HERE

DATE: 3/12/80 REPRESENTATIVE

25387953

465-39-32

Property

OFFICIAL COPY

NOTARY PUBLIC

OFFICIAL COPY

UNOFFICIAL COPY

Property

ARTICLE "A"

Unit No. 5274LAL together with a perpetual and exclusive easement in and to garage unit No. G5274LAL as delineated on a Survey of a parcel of land being a part of the South Half of the Southwest Quarter of the Southwest Quarter of Section 24, Township 41 North, Range 10 East of the Third Principal Meridian (hereinafter referred to as "Development Parcel") which Survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust Agreement dated May 1, 1976 and known as Trust No. 21741, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 23863582 and as set forth in the amendments thereto, together with a percentage of the common elements appurtenant to said Units as set forth in said Declaration in accordance with Amended Declaration, and together with additional common elements as such Amended Declaration are filed of record, in the percentages set forth in such Amended Declaration which percentages shall automatically be deemed to be conveyed effective on the recording of such Amended Declaration as though conveyed hereby.

Trustee also hereby grants to Grantee and Grantee's successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium Ownership for Lexington Green II condominium recorded as Document No. 23863582 and as set forth in amendments thereto, and Trustee reserves to itself, its successors and assigns, the rights and easements set forth in said Declarations for the benefit of the remaining property described therein; subject to: (1) the Condominium Property Act of the State of Illinois; (2) Declaration of Condominium Ownership for Lexington Green II Condominium, and the Plat of Survey filed with the Declaration, together with amendments thereto; (3) easements, covenants and restrictions; (4) Grantee's mortgage, if any; (5) acts done or suffered by Grantee; (6) special taxes or assessments for improvements not yet completed and (7) roads and highways, if any, together with the tenements and appurtenances thereunto belonging.

COMMONLY KNOWN AS UNIT A-1, 370 FERNDAL COURT, LEXINGTON GREENS II CONDOMINIUM, SCHAMBURG, ILLINOIS.

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UNOFFICIAL COPY

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 309 218 (REV. 1/73)

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1990 MAR 11 PM 2 05

Edith H. Blum
25387953

Property of Cook County Clerk's Office

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END OF RECORDED DOCUMENT