

26468433

This Indenture Witnesseth, That the Grantors ANTHONY J. RIGGIO, married to PATRICIA A. RIGGIO,

of the County of Cook and State of Illinois for and in consideration of Ten and 00/100 (\$10.00) Dollars,

and other good and valuable considerations in hand paid. Convey... and Warrant... unto the FIRST NATIONAL BANK OF SKOKIE, Illinois, a banking corporation duly organized and existing under and by virtue of the laws of the United States of America and duly authorized under the laws of the State of Illinois to accept and execute trusts as Trustee under the provisions of a trust agreement dated the 6th day of January 1983.

known as Trust Number 51565T, the following described real estate in the County of Cook and State of Illinois, to-wit: Unit Number 4-S in Caldwell Woods Condominium as delineated on a survey of the following described real estate: Lots 26, 27, 28 and that part of Lots 29, 30 and 31 which lies south of a line 20.0 feet South of and parallel with the South line of the East and West public alley which lies North of and adjoining said Lots 30 and 31, all in Block 1 in Wittbold's Indian Boundary Park, being a Subdivision of the North East Fractional 1/4 of Fractional Section 31, and the North West Fractional 1/4 of Fractional Section 32, and part of Easterly 1/2 of Victoria Pothier's Reserve all in Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document 24509113 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

ADDRESS OF GRANTEE: 8001 Lincoln Avenue, Skokie, Illinois 60077

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, 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 property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 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 grantor... hereunto set their hands and seals this 6th day of January 1983

Signatures of Anthony J. Riggio and Patricia A. Riggio with seals.

THIS INSTRUMENT WAS PREPARED BY:

NAME Anthony J. Riggio ADDRESS 7530 Oakton St, Niles, IL 60648

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph 2, Section 4, of the Real Estate Transfer Tax Act.

26468433

UNOFFICIAL COPY

STATE OF ILLINOIS

County of COOK

I, the undersigned,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

ANTHONY J. RIGGIO, married to PATRICIA A. RIGGIO,

personally known to me to be the same personS whose nameS 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,

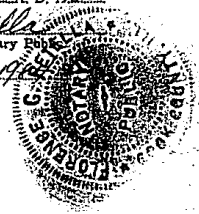
including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this

11th day of January A. D. 1983

Notary Public Anthony J. Petella

My commission expires: Feb. 9, 1984



1983 JAN 13 PM 12 14

JAN-13-83 686448 2646843 REC 10.00



26468433

BOX NO. 817

DEED IN TRUST
WARRANTY DEED

TO
First National Bank
OF SKOKIE
TRUSTEE

First National Bank of Skokie
TRUST DEPARTMENT

END OF RECORDED DOCUMENT