

26811059

This Indenture Witnesseth, That the Grantor DAVID C. MARZANO and

SHERRI B. MARZANO his wife

of the County of SARASOTA and State of Florida for and in consideration

Ten (\$10.00) Dollars, 697475

and good and valuable considerations in hand paid, Convey and Warrant unto the FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, 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

74th day of August, 1983 known as Trust Number

R-2862 following described real estate in the County of COOK and State of Illinois

to-wit:

Unit No. 5044 5-A as delineated on survey of the following described parcel of real estate, hereinafter referred to as "Parcel": Sub Block 1 (except the West 574 feet thereof), the East Line of said premises being the line as established by decree of July 18, 1907 in Case 28012 Circuit Court, in Goudy Estate Subdivision of Block 5 in Arroyo, being a Subdivision of Lots Land 2 of Fussey and Fennimore's Subdivision of the Southeast fractional 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, together with Lot 1 of Colehour and Canarrro's Subdivision of Lot 3 of said Fussey and Fennimore's Subdivision, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as trustee under Trust No. 41626, recorded in the Office of the Recorder of Deeds Cook County, Illinois, as Document No. 24,264,760; together with an undivided 44.98 percent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units as defined and set forth in said Declaration and survey).

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 provide 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 or 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 lease 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 a 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 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 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 grantor hereby expressly waives and releases 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 hand S. and

seals this 31st day of August, 1983

David C. Marzano (Seal)  
DAVID C. MARZANO (Seal)

Sherril B. Marzano (Seal)  
SHERRI B. MARZANO (Seal)

151615673 213 MWL  
Sherril B. Marzano

REAL ESTATE TRANSACTION TAX  
CITY OF CHICAGO  
26811059  
002423

DAVID C. MARZANO (Seal) SHERRI B. MARZANO (Seal)

UNOFFICIAL COPY

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STATE OF ILLINOIS County of Cook ss. CAROLE PEREGO  
I, DAVID C. MARZANO and SHERRI B. MARZANO  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that

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  
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  
31st day of August  
Carole Perigo  
Notary Public State of Illinois  
My Commission Expires 08/31/2006



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10.00 MAIL

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TRUST NO. \_\_\_\_\_

**DEED IN TRUST**  
WARRANTY DEED

TO  
First National Bank  
and Trust Company  
of Evanston  
TRUSTEE

After recording, please return this document by mail to  
FIRST NATIONAL BANK AND TRUST  
COMPANY OF EVANSTON  
Trust Department

END OF RECORDED DOCUMENT