

UNOFFICIAL COPY

DEED IN TRUST (QUIT-CLAIM)

1981 NOV 20 AM 9:56 26065790

UAM 26-81-20 17A

THIS INDENTURE WITNESSETH, that the Grantor Sharon K. Crowley, Divorced and not since remarried.

of the County of Cook and State of Illinois, in the amount of Ten and no hundredths (10.00) Dollars, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and Quit-Claim unto Capitol Bank of Chicago, an Illinois banking corporation whose address is 4801 West Fullerton, Chicago, 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 23rd day of October, 1981, and known as Trust Number 269, the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit 1753 Bristol, together with its undivided percent interest in the common elements in the Hilldale Condominiums, as delineated and defined in the declaration recorded as Document Number 25211897, as amended, in the West 1/2 of Section 8, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Act CAPITOL BANK OF CHICAGO as Trustee under Trust No. 269.

Date November 13, 1981 By: [Signature] Vice President and Trust Officer

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 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 the real estate or any part thereof, to dedicate paths, streets, highways or alleys and to create any subdivision or part thereof, and to make and execute any deed, contract or agreement, to grant options to purchase, to sell or 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 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 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 lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, not to exceed, 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 real estate and to contract to accept 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 respects and for such 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 ensure into being any deed, contract, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, or to be bound by any such instrument, or be bound by any 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 Deed 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 herein and in said Trust Agreement or in any 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 was made to a successor or successors in trust, that such successor or successors in trust, were a properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, her heirs, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, suit or cause 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, contract, or for injury to person or property happening in or about said real estate, 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 or its 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 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 intention being that the interest in the Trustee the entire legal and equitable title in (or some, 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 file 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 aforesaid has hereunto set her hand and seal this 10th day of November, 1981. Sharon K. Crowley [Seal] SHARON K. CROWLEY [Seal]

STATE OF ILLINOIS COUNTY OF COOK DuPage Rudolf C. Schoppe a Notary Public in and for Cook County, in the State of Illinois. That Sharon K. Crowley, Divorced and not since remarried, is the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act and purposes therein set forth, including the release and waiver of the right of homestead. GIVE me my hand and Notarial Seal this 13th day of November, 1981. Commission expires June 14, 1985. [Signature] NOTARY PUBLIC

Document Prepared By: Rudolf C. Schoppe ADDRESS OF PROPERTY: 4801 West Fullerton Avenue Chicago, Illinois 60639 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO: (Name) (Address)

ADJUST "RIDERS" OR REVENUE STAMPS HERE

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DOCUMENT NUMBER

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