

DEED IN TRUST

(QUIT-CLAIM)

26065798

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor Sharon K. Crowley, Divorced and not since remarried, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no hundreds Dollars, (\$ 10.00), 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 401 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 1728 G Fayette Walk, together with its undivided percent interest in the common elements, in the Hilldale Condominiums, as delineated and defined in the declaration reported 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.

November 13, 1981

By: [Signature] Vice President and Trust Officer

Date

TO HAVE AND TO HOLD the said real estate with all 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 said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to resubdivide said real estate 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 its 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 lease for the term of 99 years, and to renew or extend terms and for any period or periods of time, not exceeding in the aggregate 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, to assign, to lease, to convey, to mortgage, to pledge, 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 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 those herein specified, at any time or times hereafter.

In its 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, 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 trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that all the conditions of the delivery thereof the trust created by the 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 therein 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 its, his or their predecessor in trust.

The conveyance as made upon the express understanding and condition that the Grantor, neither 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 done by or for 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 Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, say 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 purpose, 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 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 may be required 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, and 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

[Signature] SHARON K. CROWLEY [Seal]

STATE OF ILLINOIS COUNTY OF COOK DuPage

Rudolph C. Schoppe a Notary Public in and for Cook County, in the State of Illinois, do hereby certify 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, for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 13th day of November 1981

Commission expires June 14, 1985 [Signature] NOTARY PUBLIC

Document Prepared By: Rudolph C. Schoppe ADDRESS OF PROPERTY:

4801 West Fullerton Avenue THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO

Chicago, Illinois 60639 (Name) (Address)

11/15/81 68116 DL

APPLX "RIDERS" OR REVENUE STAMPS HERE

26065798

DOCUMENT NUMBER

UNOFFICIAL COPY

NOV-20-81 5 56 213 26065798 A - REC 10.20  
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Property of Cook County Clerk's Office

10<sup>NO</sup> MAIL

26 065 798



RETURN TO: Capitol Bank of Chicago  
4801 West Fullerton  
Chicago, Illinois 60639

TRUST NO.

DEED IN TRUST  
(QUIT CLAIM DEED)

TO



TRUSTEE

END OF RECORDED DOCUMENT