

UNOFFICIAL COPY

DEED IN TRUST (QUIT-CLAIM)

1981 NOV 20 AM 9 57

26065802

(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 hundredths Dollars, (\$ 10.00), in hand paid to her by the 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 106 Sessions Walk, 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 above premises with the appurtenances, upon the trusts, and for the uses and purposes hereat 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 or re-lease, lease or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-allocate 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 consideration, to convey said real estate or any part thereof to a mortgagee or successor in trust and to grant to such mortgagee or successor in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease, to 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 to commence in the future and upon any terms and for any term or terms, not exceeding in the case of any single demise the term of 99 years, and to renew or extend lease 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 lease, 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, to or reversion appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other 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, or relying on 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, real 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, or into the validity of any deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (b) 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, (c) that each 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, (d) 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 (e) 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 the, his or her or their predecessor in trust.

This conveyance is 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 if 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 and all such liabilities 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 incurred or entered into in the name of the then beneficiaries under said Trust Agreement, their attorney-in-fact, hereby specially 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 the same shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of the trust property, and such interest as hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or 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, in accordance with the Statute in such case made and provided.

And the said Grantor hereby expressly waives and releases any and all rights 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, Sharon K. Crowley, aforesaid, has hereunto set her hand and seal this 10th day of November, 1981.

[Signature] SHARON K. CROWLEY

STATE OF ILLINOIS COUNTY OF COOK

Rudolph C. Schoppe, Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Sharon K. Crowley, Divorced and not since remarried, personally appeared before me on the same person whose name is subscribed to the foregoing instrument, appeared before me in person 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 4801 West Fullerton Avenue Chicago, Illinois 60639

ADDRESS OF PROPERTY: THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO: (Name) (Address)

APPROPRIATE "RIDERS" OR REVENUE STAMPS HERE

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13

MAIL

DOCUMENT NUMBER

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END OF RECORDED DOCUMENT