

26172086

QUIT CLAIM DEED IN TRUST

1982 MAR 15 PM 2:53

THIS INDENTURE WITNESSETH, That the Grantor, FRANCIS M. CHONACKI and DIANE M. CHONACKI, his wife of the County of Cook for and in consideration of the sum of Ten and no/100 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 River Oaks Bank and Trust Company, an Illinois Banking Corporation, whose address is 93 River Oaks Center, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 18th day of January, 1982, and known as Trust Number 1669, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 in Block 12 in Calumet City First Addition, being a Subdivision of the North East 1/4 of the North East 1/4 of Section 12, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD AND GENERAL REAL ESTATE TAXES FOR 1981 AND SUBSEQUENT YEARS

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 real estate or any part thereof, to dedicate parks, streets, highways, alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, rights 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 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 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 easement 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 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, 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 said real estate, or be obliged to see that the terms of this 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 real estate shall be conveyed evidence in favor of every person (including the Registrar of Titles of said county) 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 all amendments thereof, if any, and 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. This conveyance is made upon the express understanding and condition that neither River Oaks Bank and Trust Company, 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 it or they 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 its successor or successors in trust, that such liability being hereby 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 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 actual position on or the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and who severally 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 said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title, 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 real estate 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.

Any corporate successor to any corporate trustee named herein or acting hereunder shall become a trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor 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 s aforesaid have hereunto set their seal this 10th day of February, 1982. Francis M. Chonacki (SEAL) Diane M. Chonacki (SEAL)

State of Illinois } ss. John S. Wrona, a Notary Public in and for Cook County of Cook } in the state aforesaid, do hereby certify that FRANCIS M. CHONACKI and DIANE M. CHONACKI, his wife

This instrument was drafted by John S. Wrona, Attorney at Law 313 River Oaks Dr Calumet City, IL 60409 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 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 10th day of February, 1982 John S. Wrona Notary Public

RIVER OAKS BANK AND TRUST COMPANY 322 Bensley Avenue, Calumet City, IL 60409 93 RIVER OAKS CENTER CALUMET CITY, ILL 60409 For information only insert property address. BOX 175 (COOK COUNTY ONLY)

96974 S-H CO.

END OF RECORDED DOCUMENT

CALUMET CITY, ILLINOIS 10.00 Exempt under provisions of Ordinance 30,366 Ordinance 30-17 Exempt # 2/10/82

10.00

This space for affixing Stickers and Revenue Stamps EXEMPT UNDER PROVISIONS OF PARAGRAPH "e", SECTION 4, REAL ESTATE TRANSFER ACT DATE 2/10/82 Buyer, Seller or Representative

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