

# UNOFFICIAL COPY

12.00

This Indenture Witnesseth, That the Grantor,

GERALDINE D. CUNNINGHAM, 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/100 Dollars (\$10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey, B-  
and Warrant S. unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and exist-  
ing as a national banking association under the laws of the United States of America, 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  
15th day of October 1985, and known as Trust Number 16631663,  
the following described real estate in the County of Cook  
and State of Illinois, to-wit:

UNIT 36-3 IN THE TOWNHOMES OF COLLEGE HILL CONDOMINIUM, AS DELINEATED ON  
A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN COLLEGE HILL, A PLANNED UNIT CONDOMINIUM DEVELOPMENT OF  
PART OF LOTS 12 AND 13 IN GEISLER'S SUBDIVISION IN THE NORTH EAST 1/4  
OF SECTION 33 AND THE NORTH WEST 1/4 OF SECTION 34 IN TOWNSHIP 42 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,  
WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM  
RECORDED AS DOCUMENT 26566712 TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS. 02-33-204-007-1135 *dcn*

P.I.N. 02-33-201-064-0000 Vol. 150

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS  
ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE  
DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE USE AND  
CONSTRUCTION OF PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM  
RECORDED, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS  
ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION  
FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID  
DECLARATION, THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION  
WERE RECITED AND STIPULATED AT LENGTH HEREIN.

BOOK NO. 016

9370

For a sum of money, title or interest in or right of occupancy appurtenant to said real estate in the above described and in use from time to time  
herein 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 do  
upon the same, whether similar to or different from the ways above specified, at any time or times hereinafter.

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 managed by said Trustee, or any successor in trust, be obliged to see  
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  
Agreement 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 real estate shall be conclusive 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  
execution 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  
any amendments thereto, 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 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  
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 The First National Bank of Des Plaines, 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 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, any 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 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 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, the intention hereof being to vest in said First National  
Bank of Des Plaines the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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  
on 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 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 23rd day of October 1985.

[SEAL]

Geraldine D. Cunningham

[SEAL]

85 316 451

# UNOFFICIAL COPY

TRUST NO.

## Deed in Trust

WARRANTY DEED

*Michael T. C.*

THE FIRST NATIONAL BANK  
OF DES PLAINES  
701 Lee Street  
Des Plaines, Illinois 60016  
TRUSTEE

REC'D 10 AM 20 1986  
85316451

RECEIVED IN THE OFFICE OF THE CLERK OF COOK COUNTY  
OCTOBER 6 A.D. 1985  
Given under my hand and Notarized Seal this  
23rd day of October A.D. 1985  
including the release and waiver of the right of rescission  
hereby made and voluntary act for the uses and purposes herein set forth,  
acknowledged that she is legal, sealed and delivered the said instrument  
subscribed to the foregoing instrument, appeared before me this day in person and  
personally known to me to be the same person whose name is  
J.B.

A Notary Public to and for said County, in the State aforesaid, do hereby certify that  
GEORGE D. CHINNIGHAM

COUNTY OF COOK  
STATE OF Illinois  
I, the undersigned notary  
39.



# UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

ss.

I, the undersigned notary

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Geraldine D. Cunningham

personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that she signed, sealed and delivered the said instrument  
as her 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 23rd day of  
October A. D. 1985

*Geraldine D. Cunningham* Notary Public  
My commission expires 11-4-87

Deed in Trust

WARRANTY DEED

*Mail to*  
TO  
THE FIRST NATIONAL BANK  
OF DES PLAINES  
701 Lee Street  
Des Plaines, Illinois 60016  
TRUSTEE

BOX 388-CA

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

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