

86448383

UNOFFICIAL COPY

This Indenture Witnesseth, That the Grantor,

Madelyn A. Wood, a widow and not since re-married,

12⁰⁰

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 ~~and~~ unto THE FIRST NATIONAL BANK OF DES PLAINES, a corporation duly organized and existing 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 30 day of August 1986, and known as Trust Number 17601760 the following described real estate in the County of Cook and State of Illinois, to-wit:

Property of Cook County

Through under provisions of Paragraph 6 Section 4, Real Estate Transfer Act
C.P. Wood atty
9/1/86

Tax No. 02-15-407-045-1004
Address: 108 W. Wood St., Palatine, IL 60067 (Unit D)
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 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 or part thereof, and to redivide 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, 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 of possession by leases 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 lease 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 otherwise disposed of 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 by said real estate, or to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, powers or capacity of any person, estate, or be obliged or prohibited to inquire into any of the terms of said Trust Agreement, and every deed, mortgage or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive upon every person (including the Registrar of Deeds of said county) relying upon or claiming under any such deed, mortgage or other instrument, and 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 covenants contained in the Trust Agreement and (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 predecessors 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 or for any of 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 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 enforced only by it in the name of the Trust, but no liability shall be incurred by the Trustee in fact, liability being hereby assumed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not otherwise, and the Trustee shall have no obligation, whatsoever, with respect to such contracts, obligations or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof. All persons and corporations whatsoever and whomever shall be charged with notice of this condition in 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 in fee in the premises, estate and proceeds arising from the use 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 type of interest, legal or equitable, in or to said real estate as such as to be subject to the creditors, assets and proceeds thereof as against the intention hereby 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 in any certificate of title or certificate thereof, or memorial, the words "in trust" but the words "with limitations" or words of similar import, and to comply with the nature of such certificate and memorial.

The said grantor hereby expressly waives any and all rights or benefit under and by virtue of any and all statutes of the State of Illinois relating to the protection of beneficiaries of trusts.

In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal this 30 day of August 1986

Madelyn A. Wood
Madelyn A. Wood

707065852

727377 first

THIS INSTRUMENT WAS PREPARED BY EDWARD F. CREMERUS, ATTORNEY AT LAW 1 E. NW HWY., PALATINE, IL 60067

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UNOFFICIAL COPY

TRUST NO. _____

Deed in Trust

WARRANTY DEED

TO

THE FIRST NATIONAL BANK
OF DES PLAINES

701 Lee Street
Des Plaines, Illinois 60016
TRUSTEE

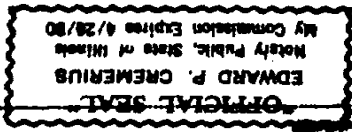
Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
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My commission expires _____
Notary Public
Given under my hand and Notarial Seal this _____ day of _____
September _____ A. D. 19 86
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.

I, Edward P. Cremarius
Notary Public in and for said County, in the State aforesaid, do hereby certify that
Madelyn A. Wood, a widow and not since re-married,
STATE OF Illinois }
Cook }
COUNTY OF _____ }
SS. _____

86448383

Unit D in Wood Street Condominium, as delineated on a survey of the following described real estate:

Lot 5 (except the North 50 feet thereof) and the East 2 rods of Lot 6 (except the North 50 feet thereof) in Block 6 in Assessor's Division of the South East 1/4 of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 20, 1896 in Book 170 of Maps, pages 94 and 95 and rerecorded April 10, 1877 in Book 13 of Plats, pages 3 and 4, all in Cook County, Illinois,

which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document 25298681, together with its undivided percentage interest in common elements.

Property of Clerk's Office