

DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S Richard Wiklanski & Christine Zachemski n/k/a Christine Wiklanski, his wife,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars, of 10.00, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustees under the provisions of a certain Trust Agreement, dated the 9th day of September, 1986, and known as Trust Number 1091, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 40 in the Subdivision Number 13 in the Hulbert Fullerton Avenue Highlands in the East 1/2 of the Southwest 1/4 of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No.: 13-28-330-005-0000

FDO
R

RECEIVED DEPT OF REVENUE
RECEIVED DEPT OF REVENUE

100 DEC - 8 PM 3- 26

86585628

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 Trustees 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 or part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options in purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof in a successor or successors in trust and to grant to such a successor or successors in trust all of the title, estate, powers and authorities vested in said Trustees to dominate, to dedicate, to mortgage, lease, or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, to any person or persons for any term or terms, to renew leases and options to purchase, to renew leases and options for any term or periods of time, not exceeding in the case of any single tenant the term of 199 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, or 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 in easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all ways and for such other considerations as would be lawful for any person to deal with the same, whether similar or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustees, 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 Trustees, 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 Trustees, 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 Trustees, 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 at the time of the delivery thereof the trust created by this instrument by said Trustees was valid and effectual, (b) that such conveyance or other instrument was made in accordance with the terms of said Trust Agreement, and (c) that the instrument was executed by the Trustees or their successors in trust, in accordance with the terms, conditions and limitations contained in the instrument, and (d) that such instrument, or all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (e) 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, or, or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either 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, any and all such liability, claim, judgment or decree, if any, arising out of or in connection with the 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, or 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 to 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, S, 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 he, V.C. hereunto set their hand and seal, this 9th day of September, 1986.

Richard Wiklanski [Seal]

Christine Wiklanski [Seal]
Christine Zachemski [Seal]

STATE OF ILLINOIS
COUNTY OF COOK

I, Walter A. Rohn, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard Wiklanski & Christine Zachemski n/k/a Christine Wiklanski, personally known to me to be the same person, S, whose name S, 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 17th day of November, 1986.

Commission expires December 27, 1988

Walt C. Rohn
NOTARY PUBLIC

Document Prepared by:

Walter A. Rohn

3045 N. Milwaukee Avenue

Chicago, Illinois 60618

TH

ADDRESS OF PROPERTY:
5245 W. Altgeld

Chicago, Illinois 60639
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

(Name)

DOCUMENT NUMBER
86585628

STATE OF ILLINOIS	
REAL ESTATE TRANSFER TAX	
REAL ESTATE TRANSACTION TAX	
Cook County	
AFFIX STAMPS OR REVENUE STAMPS OR	REVENUE STAMPS OR REVENUE STAMPS OR
DEC-865	DEC-865
DEPT. OF REVENUE	DEPT. OF REVENUE
48.00	48.00
REVENUE	REVENUE
STAMP	STAMP
DEC-865	DEC-865
FEE PAID	

CITY OF CHICAGO	
REAL ESTATE TRANSACTION TAX	
REAL ESTATE TRANSACTION TAX	
CITY OF CHICAGO	
AFFIX STAMPS OR REVENUE STAMPS OR	REVENUE STAMPS OR REVENUE STAMPS OR
DEC-865	DEC-865
REVENUE	REVENUE
STAMP	STAMP
DEC-865	DEC-865
FEE PAID	

Mail-to: Box 106

13-12546-1

RETURN TO:



GLADSTONE-NORWOOD
TRUST & SAVINGS BANK
COMMERCIAL ALIVE
CHICAGO LARGEST BANK
TURNOVER TRADING

TRUST NO. 1091

FDY/106

DEED IN TRUST

(WARRANTY DEED)

TO

GLADSTONE-NORWOOD TRUST

& SAVINGS BANK

Chicago, Illinois

TRUSTEE

Property of Cook County Clerk's Office