

# UNOFFICIAL COPY

QUIT CLAIM  
WARRANTY DEED IN TRUST

86008254

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, JOSEPH M. BELLINO AND DONNA M. BELLINO,  
 HIS WIFE,  
 of the County of McHenry and State of Illinois, for and in consideration  
 of the sum of TEN AND NO/100 (\$10.00) Dollars (\$10.00),  
 in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey  
 and ~~XXXXXX~~ unto The State Bank Of Woodstock a corporation duly organized and existing as an Illinois Banking  
 Corporation under the laws of the United States of America, 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 17th  
 day of December 19 85, and known as Trust Number 3925,  
 the following described real estate in the County of COOK and state of Illinois,  
 SEE RIDER ATTACHED HERETO AND INCORPORATED HEREIN

PERMANENT TAX INDEX NO : 07-20-400-017-1323 **BM**

SUBJECT TO easements, restrictions, covenants, building lines and party wall rights  
of record and general real estate taxes for 1985 and subsequent years.

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 create any subdivision or part thereof, and to resubdivide 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 considerations, to  
 convey said real estate or any part thereof to a successor in trust and to grant to such successor or successors in trust all the title, of  
 estate, powers and authorities vested in said Trustee, to donate, 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 leases to commence in  
 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term  
 of 198 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 prop-  
 erty, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appur-  
 tant 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 applications 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 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 the estate person holding the Registrar of Titles of said county) relative to the same, and every 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 and in all amendments thereof, if any, and binding upon all beneficiaries there-  
 under, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed,  
 trust deed, lease or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such suc-  
 cessor 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 The State Bank Of Woodstock, individually  
 or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 and interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest  
 in said The State Bank Of Woodstock 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 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 said Trustee shall not be required to pro-  
 duce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving  
 the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases 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 hereunto set their hand and  
 seal this 30th day of December 19 85  
Joseph M. Bellino (SEAL) Donna M. Bellino (SEAL)  
JOSEPH M. BELLINO (SEAL) DONNA M. BELLINO (SEAL)

State of Illinois, I, PETER J. MC GRATH a Notary Public in and for said County, in  
 County of COOK ss. the state aforesaid, do hereby certify that JOSEPH M. BELLINO AND  
DONNA M. BELLINO, his wife,

personally known to me to be the same person 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 notary seal this 30th day of December 19 85  
Peter J. Mc Grath  
 Notary Public

THE STATE BANK OF WOODSTOCK  
 P. O. BOX 729  
 WOODSTOCK, ILL. 60098

\* This instrument prepared by  
PETER J. MC GRATH, Attorney at Law  
1699 E. Woodfield Rd., #501  
Schaumburg, IL 60195  
 address of property

Exempt under provisions of Paragraph K,  
 Section 4, of the Real Estate Transfer Act.  
 DATE 12-30-85 Peter J. Mc Grath  
 Buyer, Seller, or Representative

86008254

Document Number

MAIL TO



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Appt in Trust

TO

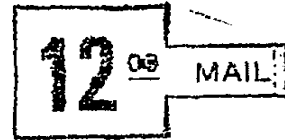
Trust Department

The State Bank of Woodstock

On the City Square in Downtown Woodstock

Telephone 815-338-3131

*mail to*  
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DEPT-01 RECORDING \$12.25

to-wit:

UNIT 823 AS DELINEATED ON PLAT OF SURVEY OF ALL OF LOTS 2 TO 4 IN WEATHERSFIELD COMMONS PARK, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP MADE BY CAMPANELLI, INC., RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 21854990 AND AS AMENDED TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT THERETO TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGE SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH DECLARATION AS THOUGH CONVEYED HEREBY ALL IN COOK COUNTY, ILLINOIS.

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