

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

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The above space for recorder's use only

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THIS INDENTURE WITNESSETH That the Grantors SAMUEL H. FELDMAN AND ILENE FELDMAN, HIS WIFE

of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN & OTHER GOOD & VALUABLE CONSIDERATIONS --- Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto COMMUNITY BANK & TRUST COMPANY OF EDGEWATER, a corporation duly organized and existing as a state banking association under the laws of the State of Illinois, 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 5th day of FEBRUARY, 19 87, and known as Trust Number 8702407

the following described real estate in the County of COOK and State of Illinois, to-wit: UNIT NUMBER 16 IN COBBLEWOOD CONDOMINIUM AS DELINEATED ON SURVEY OF PARTS THEREOF IN THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 50 FEET AND THE SOUTH 492.08 FEET THEREOF) OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS PARCEL 1, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MAKE BY M.J. MILES CONSTRUCTION COMPANY RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22747624 AS AMENDED FROM TIME TO TIME; TOGETHER WITH AN UNDIVIDED PERCENTAGE OF INTEREST IN SAID PARCEL. SAID PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED BY BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY IN COOK COUNTY, ILLINOIS

11.00

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 resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to accept any terms, to convey either with or without consideration, to convey and 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, to lease or otherwise, to lease to himself, 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 199 years, and to renew or extend leases upon any terms and for any period or periods of time, 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 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 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 purposes as it would be lawful for any person owning the same to deal with the same, whether similar to or different from those above specified, at any time or times hereafter.

EXEMPT UNDER PROVISIONS OF PAR. E. SECTION 4 REAL ESTATE TRANSFER ACT. DATE: PREPARED BY: SAMUEL H. FELDMAN, 5356 N. CLARK ST. CHGO, IL 60640

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 the 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 thereof in all other ways and for such purposes as it would be lawful for any person owning the same to deal with the same, whether similar to or different from those above specified, at any time or times hereafter.

This conveyance is made upon the express understanding and condition that neither Community Bank & Trust Company of Edgewater, 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 obligations 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 records of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them if 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 understood 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 Community Bank & Trust Company of Edgewater 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 thereof, or "in trust" or "in and to" 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 produce or 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 grantors 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 grantors aforesaid have hereunto set their hand and seal this day of FEBRUARY, 19 87

SAMUEL H. FELDMAN (SEAL) ILENE FELDMAN (SEAL)

I, Notary Public in and for said County, in the state aforesaid, do hereby certify that SAMUEL H. FELDMAN AND ILENE FELDMAN, HIS WIFE

personally known to me to be the same persons, whose names 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 16th day of FEBRUARY, 19 87

Notary Public

COMMUNITY BANK & TRUST COMPANY OF EDGEWATER  
5340 North Clark Street Chicago, Illinois 60640

For information only insert street address of above described property.