

DEED IN TRUST

(QUIT-CLAIM)

UNOFFICIAL COPY

87197802

(The Above Space For Recorder's Use Only)

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THIS INDENTURE WITNESSETH, that the Grantor
JOSEPH R. JACKNICK, a single man

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 Quit Claim unto Capitol Bank and Trust, an Illinois banking corporation whose address is 4801 West Fullerton, Chicago, 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 27th day of February 1987, and known as Trust Number 1277, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 2 in Block 1 in Moonlake Trails Unit One, being a Subdivision of parts of South East 1/4 of Section 7 and the South West 1/4 of Section 8, all in Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY RECORDER

E-RO PB

-87-197802

PIN: 07-08-300-023

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 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 create any subdivision or part thereof, and to rent, lease and 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, power and authority 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 or reversion, by lease to commence in the present or in the 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 99 years, and to renew or extend leases upon any terms and for any period or periods of time as the Trustee, change or modify leases in the terms and provisions thereof at any time or times hereafter, to contract to lease and to grant options to lease and options to lease leases and options to purchase the whole or any part of it, to re-rent 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 appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other respects as if he were the owner thereof, and to do all such things as 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 title, or any person to whom 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 that the terms of the trust have been complied with, or be obliged 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 conclusively evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, and that at the time of the delivery thereof the trust created by this deed and by said Trust Agreement was in full force and effect, and that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries hereunder, (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 made to a successor or successors in trust, that such successor or successors in trust shall be deemed to have accepted and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or costs 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, 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 paid for by it in the name of the then trustee or trustees under said Trust Agreement as their attorney in fact, hereby expressly 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, an corporation, whomever and whatsoever shall be charged with notice of this instrument 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 of 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 or such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the instrument here being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property is in now or hereafter registered, the Register of Titles is hereby requested not to register or file in the certificate of title or duplicate thereof, or instrument, 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 and releases any and all right or benefit under and by virtue of any statute 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 hand and seal this 30th day of March 1987. [Seal] Joseph R. Jacknick [Seal]

STATE OF Illinois)
COUNTY OF Cook)
I, Roberta L. Mathews, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph R. Jacknick 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 he signed, sealed and delivered the said instrument as his 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 30th day of March 1987.
Commission expires August 20 1988 Roberta L. Mathews NOTARY PUBLIC

MAIL TO:
TRUST DEPT.
Capitol Bank and Trust
4801 W. Fullerton
Chicago, IL 60639



Document Prepared By
Thomas J. Esler
201 N. Wells Chg 60606

ADDRESS OF PROPERTY
Brookside Lane & Brookside Dr.
1820 Bonnie Lane Estates
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO
James C. K...
133 South EHA Road
Palatine, Ill 60067

DOCUMENT NUMBER

STATE OF ILLINOIS
DEPT. OF REVENUE
05211750
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05211750

UNOFFICIAL COPY

4001 West Fullerton
Chicago, Illinois 60639

TRUST NO. _____

DEED IN TRUST

(QUIT CLAIM DEED)

TO

**CEFCO CAPITAL BANK
AND TRUST**
801 W. Fullerton • Chicago, Illinois 60639 • (312) 622-7100
Member FDIC

TRUSTEE

Property of Cook County Clerk's Office

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