

UNOFFICIAL COPY

172778727962

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor, MARY J. MURPHY, a widow and not since remarried, of the City of Chicago, County of Cook and State of Illinois, for and in consideration of Ten (\$10.00) and no/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS unto myself, MARY J. MURPHY as Trustee under the provisions of a Trust Agreement dated the March 21, 1987, known as the MARY J. MURPHY TRUST, the following described real estate in the County of Cook, and State of Illinois: to-wit:

Unit No. 1-D as delineated on Plat of Survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lots 7 and 8 and the North half of that part of the vacated alley lying along and adjoining the Southerly line of said Lot 7 as vacated by Ordinance of the City of Park Ridge recorded as Document No. 16222699 (Taken as a tract) in Jane's Addition to Park Ridge in the North West quarter of Section 36, Township 11 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which Plat of survey is attached as Exhibit "A" to Declaration of Condominium made by National Bank of Austin, a national banking association as Trustee under Trust Agreement dated September 9, 1952, and known as Trust No. 2712 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 19879601 together with and undivided 5.5% interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey).

This transfer is exempt pursuant to Chapter 120, Section 1004(e) of the Illinois Revised Statutes.

Paul J. Murphy
Attorney

May 21, 1987

87277962

Date

Commonly known as: 6870 Northwest Highway

Chicago, Illinois

PIN: # 09-36-111-010 and 09-36-111-011

TO HAVE AND TO HOLD the said premises 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 and protect said premises or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey with consideration, to convey said premises 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 property or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, 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 exchange said property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been

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complied with, or be obliged to inquire into the 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 in relation to said real estate 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 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 or in some amendment thereof and binding upon all beneficiaries thereunder. (c) that said Trustee is 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 predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them shall be only in the earnings, avails and proceeds arising from the sale or 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 an interest in the earnings, avails and proceeds thereof as aforesaid.

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 aforesaid has hereunto set her hand and seal this 21 day of March, 1987.

This instrument prepared by: PAUL J. MAGANZINI, One North La Salle Street, Chicago, Illinois 60602

MARY J. MURPHY

Notary Public in and for the County of DuPage, State of Illinois, on this 21st day of March, 1987, before me, Judith D. Weaver, Notary Public in and for the County of DuPage, State of Illinois, 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.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 21 day of March, 1987.

JUDITH D. WEAVER, Notary Public, State of Illinois, on this 21st day of March, 1987, before me, Judith D. Weaver, Notary Public in and for the County of DuPage, State of Illinois, 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.

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF DU PAGE, ILLINOIS, ON THIS 21ST DAY OF MARCH, 1987, AT 12:00 NOON, PURSUANT TO SECTION 10-101 OF THE ILLINOIS RECORDING ACT.

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