

# UNOFFICIAL COPY

1988 SEP -8 AM 10:09

88408247



WARRANTY DEED IN TRUST

88408247

Form 91 R 1/70

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor SHARON L. D'ERCOLE, married to DALE D'ERCOLE

of the County of Cook and State of Illinois for and in consideration of TEN AND NO/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, whose address is 111 West Washington Street, Chicago, Illinois 60602, as Trustee under the provisions of a trust agreement dated the 20th day of March 1974, known as Trust Number 64049 the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit 4015-D in 4015, 17, 19 West 93rd Street Condominium, as delineated on survey of the following described real estate: Lot 10 in Wiegel and Kilgallen's Crawford Gardens Unit Number 5 being a Subdivision of part of the North 468 feet of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 27210193 together with its undivided percentage interest in the common elements. P.I.N.: 24-03-410-014-1004 The exclusive right to use of garage units G 19 and G 20 and storage unit S 10, a limited common element as delineated on the survey attached to the Declaration aforesaid recorded as document 27210193.

SUBJECT TO: Easements, restrictions, covenants, conditions of record and taxes for the year 1988 and subsequent years.

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, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 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 present or future, and upon any terms and for any period or periods of time, not exceeding the term of 99 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 living the amount of present or future rentals, the position or 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 any part thereof, 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 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 in any way 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, 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, by the 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, and that said trustee 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 the, his or their predecessor in trust.

The interest of such and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 hereby expressly waives and releases 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 7th day of September 19 88

(THIS IS NOT HOMESTEAD PROPERTY)

SHARON L. D'ERCOLE (Seal)

12.00 (Seal)

(Seal)

THIS DOCUMENT PREPARED BY: Marcia L. Clegg, ELMORE & DeMICHAEL, 15507 S. Cicero Ave., Suite 200, Oak Forest, IL 60452

ILLINOIS State of COOK County of DALE D'ERCOLE

the undersigned SHARON L. D'ERCOLE, married to a Notary Public in and for said County, in the state aforesaid, do hereby certify that

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.

"OFFICIAL SEAL" PATRICIA A. KELLY Notary Public, State of Illinois My Commission Expires 3/12/91

Patricia A. Kelly Notary Public

Illinois Real Estate Transfer Tax \$500 COOK COUNTY 016 59581

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX \$50.00

REVENUE STAMP SEP-8-88 REAL ESTATE TRANSACTION TAX \$50.00

88408247

After recording return to: Chicago Title and Trust Company Box 533

4015 W. 93rd Street, Unit D Oak Lawn, IL 60453

For information only insert street address of above described property.

24-03-410-014-1004

7-74-5072

114 9737

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