

UNOFFICIAL COPY

88472142

QUIT CLAIM DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Walter M. Wisner and Ann C. Wisner, his wife, of 1011 Crabtree Lane, Des Plaines, Illinois 60016,
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 COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking
association under the laws of the United States of America, 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 15th day of September 1988, and
known as Trust Number 1919, the following described real estate in the County of Cook
and State of Illinois, to wit:

part of
Lot 3 in Jordanek's subdivision of /the West Half of the
North East Quarter of Section 21, Township 41 North, Range
12, East of the Third Principal Meridian in Cook County,
Illinois.

Subject to: Covenants, conditions and restrictions of record;
private, public and utility easements and roads and highways;
general taxes for 1988 and subsequent years.

BOX 260

COOK COUNTY RECORDER

#225 # D # -38-

1#4444 TIRN 293 10/13/88 00 20:00

00 278 SUBJECT TO DEPT-01

GRANT 88472142

Real Estate Tax # 09-21-200-052

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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 defend 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 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, powers and authorities vested in said Trustee, to dedicate, to mortgage, pledge or otherwise encumber said real estate, in 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 pay any rents and hire any period or periods of time, not exceeding in the case of any single lease 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 living the amount of present or future rentals, to partition or exchange said real estate, or any part thereof, for other real personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or over any part of an easement 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 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 or any other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same.

In no case shall any party dealing with said trustee or any successor in trust in relation to said real estate, or in 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 said real estate or to 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 by successor in trust, in relation to said real estate shall be conclusive evidence in favor of any person (including the Registrar of Titles of said County) relying upon it claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture is by said Trust Agreement as in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder; (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) that 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 his, her or their predecessor in trust.

The conveyance is made upon the express understanding and condition that neither Columbia National Bank of Chicago, individually or as Trustee, nor its successor in successively may claim, hold or be subjected to any claim, judgment or decree for anything it or they or its other agents, attorneys or donees may do or 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 persons or property in or about said real estate and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness created and incurred into by the Trustee in connection with said real estate may be entered into by it in name of the then beneficiaries held and used by the Trustee (and the Trustee, hereinafter 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 one which may be incurred and paid in the final possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations who succeed to the above 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 of 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 an interest in the earnings, avails and proceeds thereof as aforesaid. The intention hereof being to vest in said Columbia National Bank of Chicago 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 declare beneficial, 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 produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered title is in accordance with the true intent and meaning of the trust.

And the said grantor, S, 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, aforesigned, by VE hereunto set their hand S, and
seals, this 29th day of September, 1988.

Walter M. Wisner Ann C. Wisner
[SEAL] [SEAL] [SEAL] [SEAL]

State of Illinois, Cook, } ss.
County of Illinois, Cook, } ss.
Wisner, his wife,
the state aforesaid, do hereby certify that Walter M. Wisner and Ann C.

personally known to me to be the same person S, 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.
Bruce Talaga, Notary Public, State of Illinois, My Commission Expires 8/19/91
September 29th, 1988

Prepared by: Bruce Talaga, 220 S. Main, Park Ridge, Ill.

Return to:

Columbia National Bank of Chicago
5250 N. Harlem Avenue
Chicago, IL 60656
ATTN: Trust Dept.

TR4 FFI

1011 Crabtree Lane
Des Plaines, Illinois 60016

For information and further details refer to your local Columbia branch.

Document Number

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