

DEED IN TRUST

JUDG'T CLAIM

UNOFFICIAL COPY

88014560

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor **Angelo Koritsaris and Marian Koritsaris, his wife**

of the County of **DuPage**  
of **Ten (\$10.00)**  
**10.00**

and State of **Illinois**

, for and in consideration of the sum  
Dollars,

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 trustee within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the **11th day of Feb. 1987** and known as Trust Number **1265**, the following described real estate in the County of **Cook** and State of Illinois, to wit:

Lots 10 and 11 in Kosciuszko's Subdivision of the East  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Exempt under provisions of Paragraph E, Section 200.1-2B6  
provisions of Paragraph R, Section 200.1-2A6 of the Chicago

P.I. No. **14-0-203-002-00001** Date **Dec 23 1987** **Test. Wm. A. K.**

**14-0-203-001** Date **Dec 23 1987** **Test. Wm. A. K.**

**10/10 CGD 169**

Buyer, Seller or Representative

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 subdivide 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 for such purpose any power of attorney over said real estate, or any part thereof, to lease said real estate, Trustee to have and to hold the same, and to make any 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 in reversion, by leases 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 120 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 partition or to exchange said real estate, or any part thereof, or 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 over 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 would be lawful for any person owning the same to deal with the same, whether similar 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 trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be paid, leased, sold, exchanged, or otherwise disposed of 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 the authority, necessity or expediency of any act of said Trustee, or be obliged or permitted to inquire into any of the terms of said Lease Agreement, and every deed, trust deed, mortgage, lease instrument executed by said Trustee, or any successor in trust, in relation to said trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, *as far as the time of the delivery thereof of the trust created by this Deed 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 herein and in said Trust Agreement or in all amendments thereto, if any, and is binding upon all beneficiaries thereunder, (c) that Trustee and any successor in trust was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease instrument, and (d) if the full conveyance is made to a successor in successors in trust, that such successor in successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the same in their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually nor as Trustee, nor its successor or successors in trust shall incur any personal liability in respect to any claim, judgment or decree for anything it or said Trustee or its agents or attorneys may be compelled 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 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 and corporations whomsoever and whatsoever 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 or any other disposition of the said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title of interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof 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, 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 "trust", "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 waive, and release, all 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 his hand and seal this

day of **December 1987**

[Seal]

*Angelo Koritsaris*  
*Marian Koritsaris*

[Seal]

[Seal]

STATE OF **Illinois**  
COUNTY OF **DuPage**

I, **Anthony W. Summers**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Angelo Koritsaris and Marian Koritsaris** personally known to me to be the same person as whose name **S.** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **Angelo Koritsaris and Marian Koritsaris**, sealed and delivered the said instrument as **their** free and voluntary act, for the uses and purposes thereof, including the release and waiver of the right of homestead.

GIVEN under my hand and **Notary Public, State of Illinois**  
My Commission Expires 11/9/90

Commission expires

NOTARY PUBLIC

MAIL TO:

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

Document Prepared By:

**Anthony W. Summers**  
1301 W. 22nd St., Oak Brook, IL

ADDRESS OF PROPERTY

**3025 W. Cermak**

**Chicago, Illinois**  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO

**Capita Bank & Trust**  
(Name)  
4801 W. 22nd St., Chicago, IL 60639  
(Address)

DOCUMENT NUMBER  
**88014560**

This transaction is except pursuant to paragraph e of the Real Estate Transfer Act.

Date: **Dec 23, 1987**

RETURN TO: Capitol Bank and Trust  
4801 West Fullerton  
Chicago, Illinois 60639

TRUST NO. \_\_\_\_\_

## DEED IN TRUST

(QUIT CLAIM DEED)

TO

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

TRUSTEE  
  
09514068

DEPT-01 \$12.25  
T#4444 TRAN 2111 01/11/88 15.16.00  
#8176 # D \*-88-014540  
COOK COUNTY RECORDER

-68-01-1580

