

# UNOFFICIAL COPY

DEED IN TRUST

88029490

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Terry Fouks  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten Dollars only Dollars (\$10.00),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey  
and Warrant — unto WASHINGTON BANK AND TRUST COMPANY OF NAPERVILLE, an Illinois banking  
corporation whose address is P.O. Box 355, Washington and Gartner Road, Naperville, Illinois 60566, as Trustee under the  
provisions of a certain Trust Agreement, dated the 7th day of January 1988, and known as Trust  
Number 88-033

the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 14 and 15 in Block 3 in Peleg Hall's Addition to Chicago, in the North-  
west fractional quarter of Section 21, Township 40 North, Range 14, East of  
the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index No. 14-21-102-015 Vol. 485

ADDRESS OF PROPERTY: 3801 North Broadway  
Chicago, Illinois

THIS CONVEYANCE IS EXEMPT FROM  
THE REAL ESTATE TRANSFER TAX ACT,  
UNDER PARAGRAPH E, SECTION 4.

1-14-88 *Fredric L. Karl*  
Date Buyer / Seller / Representative

First American Title Order # C1000

88029490

This space for affixing riders and revenue stamps

Address of Property:  
Permanent Index Number:

**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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets,  
highways or alleys to vacate 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 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 real estate, or any  
part thereof, to lease said real estate, or any part thereof, from time to time, on a lease or leases, by leases to commence in present or in future, and upon any terms and  
for 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 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 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 do 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 trust, in relation to 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 to the application of any purchase money, rent or money borrowed or ad-  
vanced on said real estate, or be obliged to see that the terms of this 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 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) 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 all amendments thereof, if any, and 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 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.

This conveyance is made upon the express understanding and conditions that neither Washington Bank and Trust Company of Naperville, individually or as Trustee, nor its  
successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it 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 hap-  
pening 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 what-  
soever 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 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 earnings, avails and proceeds thereof. *It is said, the intention hereof*  
being to vest in said Washington Bank and Trust Company of Naperville 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 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, releases and conveys any and all right or benefit under and by virtue of any and all statutes of the State of  
Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Terry Fouks has hereunto set his hand and seal this seventh day of January, 1988.

Terry Fouks [SEAL] [SEAL]

STATE OF Illinois )  
County of DuPage ) " FREDRIC L. KARL  
County, in the State aforesaid, do hereby certify that TERRY FOUKS

Personally known to me to be the same person whose name is subscribed in the foregoing instrument,  
appeared before me this day in person and acknowledged that she signed, sealed and

covered 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of January, A.D., 1988.

Fredric L. Karl [SEAL]

3-29-88

**"OFFICIAL SEAL"** Notary Public  
Fredric L. Karl  
Notary Public, State of Illinois  
My Commission Expires 3-29-88

TO THE REGISTER OF TITLES

Return to:  
Washington Bank and Trust Company of Naperville  
Box 355  
Washington and Gartner Road  
Naperville, Illinois 60566

This Document prepared by:

Robert G. Kitzarow

Document Number

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Property of Cook County Clerk's Office

DEPT-01 012:25  
T43333 TRAN 6882 01/20/88 14:31:00  
5769 PC \*-88-029490  
COOK COUNTY RECORDER

12.25

-88-029490

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