

DEED IN TRUST
(WARRANTY)

UNOFFICIAL COPY

(The Above Space For Recorder's Use Only)

87855038

THIS INDENTURE WITNESSETH, that the Grantor Charles James Cerniglia, Charles J. Cerniglia and Catherine L. Cerniglia, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100ths Dollars, (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto Capitol Bank and Trust, an Illinois banking corporation whose address is 4801 West Fullerton, Chicago, Illinois, 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 12th day of December 1987 and known as Trust Number 1446, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Legal Description Attached Hereto and Made a Part Hereof.

-82-035503

DEPT-91 167444 (MAN 2460 01/28/88 11:17:00) 02763 # 33 82-035503 COOK COUNTY RECORDER

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, said 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 vacate any subdivision or part thereof, and to redivide 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 lease, to dedicate, to mortgage, to 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 reversion, by lease 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 lease 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 for the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, with 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 out of 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 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, 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 advanced on the trust property, or 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 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 trust property 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 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 trust, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is 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) if the conveyance is made to a successor or successor in trust, that such successor or successor in trust has been properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, whether individually or as Trustee, nor its successor or successor in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if as 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 thereof, or for injury to person or property happening in or about said real estate, or any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or created by the Trustee or any successor in trust 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 expressly 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 to the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of the 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 trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest hereof being to vest in the Trustee, the entire legal and equitable title in fee simple, to and to all of the trust property above described.

If the title to any of the trust property 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 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 Charles J. Cerniglia and Catherine L. Cerniglia their day of January 1988 hereunto set their hand and seal this 12th day of January 1988.
Charles J. Cerniglia [Seal] Catherine L. Cerniglia [Seal]
Charles James Cerniglia

STATE OF Illinois
COUNTY OF Cook

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles J. Cerniglia and Catherine L. Cerniglia, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they had, sealed and delivered the said instrument as their 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 12th day of January 1988.

Commission expires 12 00 MAIL Donna A. Knox NOTARY PUBLIC

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

ADDRESS OF PROPERTY:
276 Rimini Court
Palatine, Illinois 60067
(THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.)

Document Prepared By:
Gregory J. Solborg
1642 Colonial Parkway
Inverness, IL 60067

SEND SUBORDINATE TAX BILLS TO:
CAPITOL BANK
4801 W FULLERTON
(Name)
(Address)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

82035503

DOCUMENT NUMBER

CHIKFO

UNOFFICIAL COPY

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

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

CB **CAPITOL BANK**
AND TRUST
3801 W. Fullerton • Chicago, Illinois 60639 • (312) 622-7100
Member FDIC

TRUSTEE

Property of Cook County Clerk's Office

88035503

JAM

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LEGAL DESCRIPTION

88035503

RE: 236 Rimini Court
Palatine, Illinois

PARCEL 1: Unit 236 in the Renaissance Reau Condominium as delineated on a survey of the following described real estate: Certain lots in Renaissance Resubdivision, being a resubdivision of part of Renaissance Subdivision of part of the Northwest 1/4 of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded September 28, 1977 as Document Number 24125743, which survey is attached as Exhibit C to the Declaration of Condominium recorded as Document Number 24432968 and 85-141341, amended from time to time, together with its undivided percentage interest in the common elements.

PARCEL 2: Easement for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Condominium recorded as Document Number 24432968 and as created by this Deed from Chicago Title and Trust Co., a Corporation of Illinois, as Trustee Under Trust Agreement dated September 10, 1973 and known as Trust number 62945 to the within named grantee.

Permanent Index No. 02-14-100-023-1039, Volume 148

Subject to: General taxes for 1987 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public utility easements; public roads and highways; easements for private roads; private easements, covenants and restrictions of record as to use and occupancy; party wall rights and agreements.

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
SALES TAX
\$ 45.00

COOK COUNTY
REAL ESTATE TRANSACTION TAX
\$ 45.00

88035503

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

NOTARIAL PUBLIC, My Comm. No. _____, Expires _____

Notary Public, State of Illinois

Notary Public, State of Illinois

Notary Public, State of Illinois

Property of Cook County Clerk's Office