



**Land of Lincoln**  
Savings and Loan

**UNOFFICIAL COPY**

88236938

QUIT CLAIM DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH: That the Grantor, Edward Monaghan and Mary K. Monaghan, his wife of the County of Cook and State of Illinois for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Quit Claim S unto LAND OF LINCOLN SAVINGS AND LOAN, 1400 N. Gannon Drive, Hoffman Estates, IL 60196, an Illinois corporation duly organized and existing under the laws of the State of 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 16 day of May, 1988, and known as Trust Number 263, the following described real estate in the County of Cook and State of Illinois, to-wit:

Street address: 5141 N. Monitor Chicago, Illinois  
Legal description

of 200 in William Zelosky's Colonial Gardens, Subdivision of the West fractional half of the South East quarter of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 \$12.25  
T#4444 TRAN 2876 06/02/88 14:20:00  
#1443 # D \* - 88 - 236938  
COOK COUNTY RECORDER

Real Estate Index No. 13-08-103-011-0000

88236938  
**12<sup>00</sup> MAIL**

SUBJECT TO

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 as often as deemed, 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, in possession or reversion, 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 demise 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 kind, to release, convey or assign any right, title or interest in or about or casing, (a) appointment to said real estate, or any part thereof, including the power to release, convey or assign to another trustee conferring upon said trustee all of the power and authority herein conferred upon LAND OF LINCOLN SAVINGS AND LOAN, and to deal with 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, at any time or times hereafter.

There are shall any party dealing with said Trustee, or any successor in trust, in relation to 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 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, 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) secondarily with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement, and in all amendments thereto, and binding upon all beneficiaries hereunder, (b) 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 (c) 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 his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither LAND OF LINCOLN SAVINGS AND LOAN, as individuals or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment, or decree for anything it or they or its or their agents, attorneys may do or omit to do 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 law, hereby irrevocably appointed for such purposes, or in the name 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 who have ever 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 as interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereby being to vest in said LAND OF LINCOLN SAVINGS AND LOAN 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 Title 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 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 copy thereof, or any extra therefrom, as evidence that any transfer, charge or other dealing involving the registered land is in accordance with the true intent and meaning of the trust.

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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor S, aforesaid have hereunto set their hand S and seal S this 23 day of May, 1988  
Edward Monaghan (SEAL) Mary K. Monaghan (SEAL)  
Edward Monaghan Mary K. Monaghan

State of Illinois )  
County of Cook ) ss. Jean Henker Matthiessen a Notary Public in and for said County.  
Edward Monaghan  
and Mary K. Monaghan, his wife

Notary Public known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged signed, sealed and delivered the said instrument JEAN HENKER MATTHIESSEN their free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead MY COMMISSION EXPIRES 4/09/91  
Notary Public this 23 day of May, 1988

This transaction exempt under Ch. 120-1004, §4(d) of the Real Estate Transfer Act (111. Rev. Stat. 1985)  
 Date: May 23 1988  
 JEAN HENKER-MATTHIESSEN, Atty.  
 Revenue Stamps  
 JEAN HENKER-MATTHIESSEN, Atty.

2730 (B)

LAND OF LINCOLN SAVINGS AND LOAN  
1400 N. Gannon Dr.  
Hoffman Estates, IL 60196  
312-885-1005  
Member FDIC  
A Member of the Land Of Lincoln Financial Services Network

THIS INSTRUMENT PREPARED BY:  
Jean Henker Matthiessen  
3396 N. Milwaukee  
Chicago, Illinois 60641

Document Number