

279012

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(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantors, CHRISTO BROCHES, married to BETTY BROCHES, and DIMITRIOS BROTSIS, a bachelor, as joint tenants,

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 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 24th day of June, 19 88, and

known as Trust Number 1535, the following described real estate in the County of DuPage

and State of Illinois, to-wit:

Lot 1, Block 140 in the Highlands at Hoffman Estates XI, being a subdivision of part of the East 1/2 of the Southeast 1/4 of Section 9, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 6, 1960, as Document 17848413 in Cook County, Illinois.

SUBJECT TO: General taxes for 1987 and 1988 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; covenants and restrictions of record as to use and occupancy; mortgage or trust deed as described herein.

PIN: 07-09-407-001

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 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, in possession or 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 extending in the case of any single lease for the term of 99 years, and to renew or extend any lease 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 it less 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 in 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, to assign or to convey any title or interest in or about or connected with said real estate or any part thereof, and to deal with said real estate and every part thereof in all the 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 or assignee, 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 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 trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trust or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantors, either individually 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 in or by this Agreement or any amendment thereto, or in liability to person or property happening in or about the 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 beneficiary under said Trust Agreement as its 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 in discharge 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 whomsoever 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 of 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 herein 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 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", "in trust", "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantors hereby expressly waive and release 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 Grantors, aforesaid have hereunto set OUR hands and seal, this 22nd day of July, 19 88.

Dimitrios Brotsis (Seal) X Christo Broches (Seal) X
DIMITRIOS BROTSIS CHRISTO BROCHES
X X Betty Broches (Seal) X
BETTY BROCHES

STATE OF ILLINOIS ss.
COUNTY OF DU PAGE

I, Carole A. Tessarolo, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRISTO BROCHES, BETTY BROCHES and DIMITRIOS BROTSIS 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 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 22nd day of July, 19 88.
Commission expires April 5 19 91. Carole J. Tessarolo NOTARY PUBLIC

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

OFFICIAL SEAL
CAROLE J. TESSAROLO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 5, 1991

ADDRESS OF PROPERTY:
1490 North Highland Drive

Hoffman Estates, IL
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:

Document Prepared By:
GEORGE J. BAKALIS
181 S. Bloomingdale Rd., #103
Bloomingdale, IL 60108



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
46.00

Village of Hoffman Estates
REAL ESTATE TRANSFER TAX
46.00
Village of Hoffman Estates
REAL ESTATE TRANSFER TAX
46.00
Village of Hoffman Estates
REAL ESTATE TRANSFER TAX
46.00
Village of Hoffman Estates
REAL ESTATE TRANSFER TAX
46.00

ILLINOIS TRANSACTION TAX
46.00
REVENUE
STAMP
AUG-1-1988

UNOFFICIAL COPY

RETURN TO: Capital Bank and Trust
4401 West Fullerton
Chicago, Illinois 60639

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

**CAPITOL BANK
AND TRUST**
4801 W. Fullerton • Chicago, Illinois 60639 • (312) 622-7100
Member FDIC

TRUSTEE

-88-355365

Property of Cook County Clerk's Office

#12.25
T#4444 TRAN 1433 08/08/88 13:10:00
#5244 # D * -88-355365
COOK COUNTY RECORDER

5193553365

\$12.00 MAIL