

DEED (2)

UNOFFICIAL COPY 89437166 89437166

WARRANTY DEED IN TRUST



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The above space for recorder's use only

The Grantor Rita Kocoras, widowed, not since remarried

of the County of Cook and State of Illinois, for and in consideration of Ten (\$10.00) Dollars, and other valuable considerations paid, Convey and Warrant to EDGEWOOD BANK, 1023 West 55th Street, Countryside, Illinois 60525, an Illinois banking corporation and qualified to accept and execute trusts under the laws of Illinois, as Trustee under a Trust Agreement dated the 30th day of September, 1988, known as Trust Number 368, the following described real estate in Cook County, Illinois:

Parcel 1: Units 501 and P-58 in Wilshire North Condominium, as delineated on a survey of the following described real estate: Part of Outlot 3 of Indianhead Park Condominium Unit 1, being a Subdivision of part of the West 1/2 of the North West 1/4 of Section 20, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois
Parcel 2: Easement for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Easements, Covenants and Restrictions recorded as Document 22779623, as amended and supplemented from time to time.
Property Address: 123 Acacia #501, Indianhead Park, Illinois
Per Tax No.: 18-20-100-073-1056 & 18-20-100-073-1141
Subject to 1988 Real Estate Taxes and subsequent years and rights of record.

12.00

Permanent Index No.

TO HAVE AND TO HOLD the said real estate with the appurtenances attached thereto upon the trusts and for the uses and purposes stated herein and in said Trust Agreement.

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 subdivide and resubdivide, to dedicate parks, streets, highways or alleys and to make any subdivision of part thereof, to execute contracts to sell or exchange, to execute grants of options to purchase, to execute contracts to sell on any terms, either with or without consideration, to convey the 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 the trustee, to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof, to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, to commence in the present or in the future, and upon any condition for any period or periods of time, not exceeding 198 years, to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes, modifications of leases and the terms and provisions thereof at any time or times hereafter, to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to execute contracts respecting the manner of fixing the amount of present or future rentals, to partition or to change it for other real or personal property, to execute grants of easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof, and to deal with the title to 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 title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any part hereof, or to be obliged to see that the terms of the trust have been complied with, or to be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to sue for or enforce any of the terms of the trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, in that at the time of the delivery thereof the trustee created herein and by the trust agreement was of full power and effect, in that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained herein and in the trust agreement or in an amendment thereto and binding upon all beneficiaries, in that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and that 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 the trust.

This conveyance is made upon the express understanding and condition that neither EDGEWOOD BANK, 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 that they or their agents or attorneys do, or fail to do, in connection with 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 on or about said real estate, 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 to 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 every beneficiary 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 other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate, in such, but only an interest in the earnings, avails and proceeds thereof.

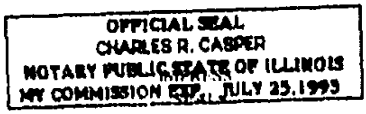
If the title in any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitations" or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives, and releases, any and all right of benefit under and by virtue of any and all state laws 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 her hand on this 8th day of August, 1989.

Rita Kocoras (Signature) Rita Kocoras (Name)

Charles R. Casper, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Rita Kocoras, widowed, not since remarried



personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered 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. Given under my hand and notarial seal this 15th day of August, 1989. Charles R. Casper (Signature) Notary Public

This instrument was prepared by C.R. Casper 521 S. LaGrange Rd., LaGrange, Illinois 60525 (Name and Address)

Mail to: EDGEWOOD BANK 1023 W. 55th Street Countryside, Illinois 60525

ADDRESS OF PROPERTY SEND SUBSEQUENT TAX BILLS TO

Box 333

89437166

Trans. under provisions of Paragraph E, Real Estate Transfer Tax Act 8/15/89 DATE Charles R. Casper ASSISOR