UNOFFICIAL COPY 89029176

## WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Samuel Rome and Florence L. Rome, husband and wife, of 1020 North Harlem Avenue, Unit E-5, River Forest, Illinois, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations in hand paid, receipt of which is hereby acknowledged, Convey and Warrant unto Samuel Rome of 1020 North Harlem, Unit E-5, River Forest, Illinois, not individually, but as trustee under the provisions of a declaration of trust known as the Samuel Rome Declaration of Trust, dated August 29, 1988 all interest in the following described real estate situated in the County of Cook in the State of Illinois, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND HOLD said premises with the appurtenances, upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

In addition to all of the powers and authority granted to the trustee by the terms of said declaration of trust, full power and authority is hereby granted to the trustee to improve, manage, protest 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 resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any term, 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 the trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereo', to lease said real estate or any part thereof, from time to time. in possession or reversion, by leases to commence at 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 demise the term of 138 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 property, 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 or title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said property 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 time; bereafter.

In no case shall any party dealing with the trustee 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 the trustee 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 necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of said deciaration of trust and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to said real estate 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 Indenture and by said declaration of trust 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 declaration of trust or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the trustee 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 their predecessors in trust.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid.

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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 "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.

And 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 GRANTORS aforesaid, Samuel Rome and Florence L. Rome have executed this Warranty Deed in Trust on this 8th day of December, 1988.

Samuel Forme	
Samuel Rome	
Florence L. Rome	
Florence L. Rome	

5000 py 0x STATE OF ILLINOIS COUNTY OF COOK

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Decem A.D., day Public in and for said County in the State nda a Notary aforesaid, do hereby certify that Samuel Jome, married to Florence L. Rome and Florence L. Rome, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered said instrument as their free and

voluntary act, for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

4-8-91

This instrument Prepared By:

Jay L. Dolgin LEVIN & FUNKHOUSER, LTD. 55 West Monroe Street **Suite 2410** Chicago, Illinois 60603

**Upon Recordation Return To:** 

Jay L. Dolgin LEVIN & FUNKHOUSER, LTD. 55 West Monroe Street **Suite 2410** Chicago, Illinois 60603

"OFFICIAL SEAL" LINDA L. PRATC Notary Public, State of limo's My Commission Expires April 8, 1991

PROVED n. **~**()( EXEMPTION 1

## UNOFFICIAL COPY

EXHIDIT "A"

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PARCEL 11.

Unit gree, in Landers House Condominium, as delineated on a survey of the following described real estate:

All of Lot 10 and the North 1/2 of Lot 11, together with all of the vasted alley lying West of and adjoining Lot 10 and the North 1/2 of Lot 11, all in Block 8 in the subdivision of Blocks 1, 8, 9, 10, 11, 14, 15, and 16 in Bogues Addition to Oak Park, being a subdivision in the Bouth East 1/4 of Section 1, Township 39 North, Range 12 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25646836, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PARCEL 21

The exclusive right to the use of parking spaces 23 and 24 limited common elements, as defineated on the survey attached to the declaration as aforeshid recorded as Document Number 25646856.

1020 N. Harlem River Forest, Illinois

PIN - 15-01-406-032-1029

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