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COOK COUNTY RECORDER

THIS INSTRUMENT WITNESSETH... Robert G. Kosobucki and Stephanie Kosobucki, his wife, of the County of COOK and State of ILLINOIS for and in consideration of the sum of Ten Dollars and no cents... in hand paid, and of other good and valuable considerations...

The North 1/2 of lot 6 in Block 2 in Subdivision of part of Northwoods, being a subdivision of the North 1/2 of the East 1/2 of the South West 1/4 of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded January 28, 1921 an Document #908799, in Cook County, Illinois.

Subject only to the following, if any: general taxes for the year 1990 and subsequent years; special taxes or assessments for improvements not yet completed; building lines and building and liquor restrictions of record; zoning and building ordinances; roads and highways, if any; private, public and utility easements of record; party wall rights and agreements, if any; covenants, conditions and restrictions of record (none of which provide for reversion) if any.

The above space for recorder's use only

SEE REVERSE FOR STATE AND COUNTY REVENUE STAMPS.

Real Estate Index No. 15-01-304-015-0000 REI ATTORNEY SERVICES # 15005

This document was prepared by: SCOTT L. DAVID, Esq. FARMENSKY & RUBINSTEIN 7250 N. Cicero Ave., Ste. 200, Lincolnwood, IL 60464

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 or any part thereof, to dedicate parks, streets, highways or alleys and to make a subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or 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 interests 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 lease 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 real estate, and to contract respecting 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, convey or assign any right, title or interest in or about or assessment 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 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.

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 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, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, shall be conclusively presumed to be valid and binding upon the parties thereto, and the delivery thereof to the trust created by this instrument 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 in this instrument and in said Trust Agreement or in all amendments thereof, if any, and 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 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 said Trustee, or his or her predecessor in trust.

It is hereby agreed and made upon the trusts, conditions and limitations that neither Melrose Park Bank & Trust, individually or as Trustee, nor its successor or successors shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or 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 instrument thereto, or for injury to person or property happening in or about and 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 their attorney in fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, as Trustee of a trust, and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only what is 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, if any, and whatsoever shall be charged with notice of this instrument 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 an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Melrose Park National Bank the entire legal and equitable title to the real estate above described.

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 a 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered title 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 assumption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid he, hereunto set hand and seal, day of October 1990. Robert G. Kosobucki (BEAL) Stephanie Kosobucki (BEAL)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Robert G. Kosobucki and Stephanie Kosobucki, his wife,

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, 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.

OFFICIAL SEAL SCOTT L DAVID NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. FEB 14, 1995

Given under my hand and notarial seal this 19th day of October 1990. Notary Public

RETURN TO MELROSE PARK BANK & TRUST 17th Avenue & Lake Street Melrose Park, Illinois, 60160 Box 189 Cook County Recorder 106 Ashland Ave., River Forest, IL 60302 For information only insert street address of above described property.

Vertical stamps: Village of River Forest Real Estate Transfer Tax \$100, Village of River Forest Real Estate Transfer Tax \$5, Village of River Forest Real Estate Transfer Tax \$100.


Vertical stamp: Cook County Recorder

Handwritten signature/initials

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
STAMP OCT 18 '96  
11-11428

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COOK COUNTY CLERK'S OFFICE  
111 N. LA SALLE ST.  
CHICAGO, ILL. 60602