

UNOFFICIAL COPY

90075734



DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor S JAMES V. COLONA and LINDA L. COLONA,
his wife
of the County of COOK for and in consideration
of Ten and 00/100-----(\$10.00)----- Dollars, and other good and
valuable consideration in hand paid, Convey and warrant unto NBD TRUST COMPANY OF
ILLINOIS, an Illinois Corporation,

as Trustee under the provisions of a trust agreement dated the 22nd
day of July, 19 88, known as Trust Number 52544SK the following described
real estate in the County of Cook and State of Illinois, to wit:

Lot 8 (except that part thereof lying Northerly and Easterly of Line beginning
at a point on the North line of said Lot 8, said point being 24.17 feet West
of the East line of Lot 8 and extending to a point on the West line of Lot 8
which point is 17.29 feet South of the North line of said Lot 8) in Block 8
in Kinsey's Forest Garden Subdivision of that part of the East 1/2 of the
North West 1/4 lying South of the Chicago and Northwestern Railroad in Section
8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook
County, Illinois.

Common Address: 5335 N. Austin Avenue, Chicago, IL 60630

Permanent Property Tax Identification Number 13-08-122-027-0000

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

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises 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 terms, to convey either with or without consideration, to convey said premises 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 property or any part thereof, to lease said property,
or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, 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 lease 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, title or interest in or about
or easement appurtenant to said premises 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 times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed,
contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed
or advanced on said premises, 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 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 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 delivery thereof the trust created by this
indenture 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 indenture and in said trust agreement or in some amendment thereof and binding upon all
beneficiaries thereunder, (c) that said 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 its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and 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.

If the title to 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 accor-
dance with the statute in such case made and provided.

And the said grantor S 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 grantor S aforesaid ha ve hereunder set their hand S and seal S
this 17th day of January, 19 90

x James V. Colona (Seal)
James V. Colona (Seal)

x Linda L. Colona (Seal)
Linda L. Colona (Seal)

After recordation this instrument should be returned to
NBD Trust Company of Illinois

8001 North Lincoln Avenue
Skokie, Illinois 60077

This instrument was prepared by:

Joseph F. Sochacki
8001 North Lincoln Avenue
Skokie, Illinois 60077

51017

Recorders Office (Cook County, Only)
Box 248

90075734

I hereby certify that the foregoing is a true and correct copy of the original instrument as recorded in the records of Cook County, Illinois, Book 13-08-122-027-0000, Page 4, of the Real Estate Register for A.C.

UNOFFICIAL COPY

State of Illinois

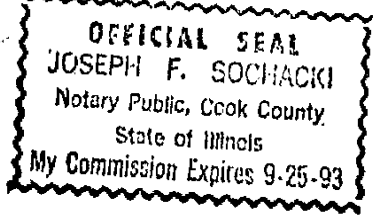
County of Cook

I, the undersigned, a Notary Public in and for said County,
in the state aforesaid, do hereby certify that JAMES V COLONA and LINDA L. COLONA

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 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 the right of homestead.

Given under my hand and notarial seal this 5th day of February, 19 90.

Notary Public



COOK COUNTY RECORDER
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