

THIS INDENTURE WITNESSETH, That the Grantor, Gary Kwasinski and Karen L. Kwasinski, his wife and Lois A. Gunderson, a widow of the Country of Cook and State of Illinois for and in consideration of the sum of Ten Dollars 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 Quit Claim unto COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 18th day of January 19 83, and known as Trust Number 1652, the following described real estate in the County of Cook and State of Illinois, to-wit

Lot 2 in Keol's first addition to Niles, being a Subdivision of the West 100 feet of the East 200 feet of the West 605 feet of the South 220 feet of the North 440 feet of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY RECORDER #3792 # E * 90-087137 TRAN 7440 02/23/90 10 26 00 DEPT-01 RECORDING \$12.00

90087137

General Taxes for 1988 and subsequent years

Real Estate Tax # 09 23 102 236 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 vacate any subdivision or part thereof, and to resubdivide said real estate as often as he or she may deem it proper to do so, in whole or in part, 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 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 999 years, and to re-lease or extend leases upon any terms and for any term 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 to contract to renew leases and options to purchase the whole or any part of the reversion and to contract requesting the manner of leasing 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 to any part or extent of 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 shall be deemed lawful for any persons 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 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, term 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, expediency 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 conclusive evidence in favor of every person including the Registrar of Titles of said county, 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 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 all amendments thereto, if any, and 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 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. This conveyance is made upon the express covenants and condition that neither Columbia National Bank of Chicago, nor any successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they or it 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 amendment thereto or for injury to person or property happening in 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 or successors in trust with said real estate may be entered into by it in name of the then beneficiaries under said Trust Agreement or their attorney in fact, hereby expressly 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 or such contract, obligation or indebtedness except only insofar as 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 who are or shall be charged with notice of this 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 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 interest herein being in the said Columbia National Bank of Chicago the trustee legal and equitable title in fee simple, so and to all of 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 or make in the certificate of title or any other certificate, 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 Trust Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the real estate made in accordance with the true intent and meaning of the Trust Agreement and the said grantor hereby expressly waives and releases any and all right of benefit under and by virtue of any and all statutes of the State of Illinois now being in force and effect which may be applicable to the said real estate or any part thereof.

In Witness Whereof, the grantor and his address as hereunto set their hand and seal this February 19 90

Gary Kwasinski (SEAL) Karen L. Kwasinski (SEAL) Lois A. Gunderson (SEAL)

The undersigned Gary Kwasinski and Karen L. Kwasinski and Lois A. Gunderson, a widow of the State of Illinois, do hereby certify that they are personally known to me to be the same persons, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are the persons who executed 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 my hand and notarial seal this 9th day of February 19 90)

"OFFICIAL SEAL" Rosa J. Ricciardi Notary Public, State of Illinois My Commission Expires Oct. 21, 1990

12.00 E

Vertical text on the right margin including recording information, date 2/16/90, and name Kelly Buyer, Seller Representative.

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