

DEED IN TRUST  
(WARRANTY)

UNOFFICIAL COPY

00093452

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor, John Froustis and Sue Froustis, his wife as joint tenants with right of survivorship and not as tenants in common

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and .00/100 Dollars, is 10.00, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey and Warrant unto Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation of Chicago, Illinois, 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 15th day of December 1989 and known as Trust Number 1469, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 174 in Brickman's Lawrence Avenue Highlands Subdivision in the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded October 17, 1955 as Document 16392968 in Cook County, Illinois.

PERMANENT INDEX NUMBER: 12-12-322-021

COMMONLY KNOWN AS: 4932 NORTH OPAL, NORRIDGE, ILLINOIS

Cook COUNTY RECORDER

256 E 60-06-# 874#

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth in Ld 1469.

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 improve, manage, protect and defend the said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdividie said real estate 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 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 donate, to dedicate, to mortgage, pled 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 in commence in the present or in the future and upon any terms and for any period of time, and in one or more parts, and to give up any lease or leases, and to renew and extend leases upon any terms and for any period of time, and to amend, change or modify leases and the terms and conditions 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 real estate, or any part thereof, in any real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in, about or 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 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 or successors in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, be obliged to pay taxes or any other amount to be paid to the Trustee, or any successor or successors in trust, or to the application of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to pay that the terms of the 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 trust property 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 Deed and the Trust Agreement, shall be valid and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Deed and said Trust Agreement, (c) that the 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 full power, notwithstanding any such condition, to disclaim or disassociate itself from any such attorney-in-fact), is fully 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 attorney-in-fact or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually or as Trustee, nor he successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or his 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 persons 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 in connection with said real estate may be entered into by it in the name of the then beneficiaries under the Trust Agreement as that 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 full power, notwithstanding any such condition, to disclaim or disassociate itself from any such attorney-in-fact), all persons and corporations whomsoever and whatever shall be charged with notice as of the 15th day from the date of the filing for record of this Deed.

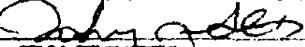
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale of any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said trust property as much, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention thereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby directed not to record 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.

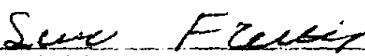
And the said Grantor, S., hereby expressly waive any and all right or benefit under and by virtue of, and all the statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor, S., aforesaid has hereto set their hand S. and seal S. this 15th day of

December 1989.

  
John Froustis

(Seal)

  
Sue Froustis

(Seal)

STATE OF Illinois  
COUNTY OF Cook

90093452

I, Catherine L. McGaugh,  
aforesaid, do hereby certify that John Froustis and Sue Froustis, husband and wife, 15th day of December 1989,  
personally known to me to be the same persons, whose names 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.

GIVEN under my hand and Notarial Seal this 15th day of December 1989.

Commission expires 12/93

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Document Prepared By:  
George J. Skaros - Attorney At Law

5104 North Harlem Avenue

Harwood Heights, Illinois 60656

ADDRESS OF PROPERTY:

4932 North Opal

Norridge, Illinois 60656

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO

(Name)

(Address)

DOCUMENT NUMBER  
1325

RETURN TO:

GLADSTONE-NORWOOD

TRUST & SAVINGS BANK

100 NORTH CENTRAL AVENUE

CHICAGO, ILLINOIS 60611

TELEPHONE 733-2100



TRUST NO. \_\_\_\_\_

**DEED IN TRUST**

(WARRANTY DEED)

TO

GLADSTONE-NORWOOD TRUST  
& SAVINGS BANK

Chicago, Illinois

TRUSTEE

Property of Cook County Clerk's Office

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