

UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST

30098108

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Patricia Navilio, divorced and not remarried of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Quit Claim S unto The Mid-City National Bank of Chicago, a National Banking Association, whose address is 801 West Madison Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 31st day of March, 1988, and known as Trust Number 2088, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Exhibit A, attached

DEPT-01 RECORDING #13.25
 T#3333 TRAN 0395 03/02/90 16:25:00
 #9432 * - 90 - 098408
 COOK COUNTY RECORDER

Exempt under provisions of Paragraph 3-2-90
 Real Estate Transfer Tax Act, Section 4.
 Date
 30098108

SUBJECT TO

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 create any subdivision or part thereof, and to re-subdivide 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, 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 199 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 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 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 deed 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 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 said conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Mid-City National Bank of Chicago, individually or as Trustee, nor its 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 its 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 thereof, or for injury to person or property happening in or about said 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 its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far 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 whomsoever and whose name 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 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 life 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 real estate is now or hereafter registered, the Registrar of Titles in 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 accordance with the statute in such case made and provided.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall have no trustee in place of its predecessor, without the necessity of any conveyance or transfer.

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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 22nd day of February, 1990.

(SEAL) Patricia Navilio (SEAL)
 Patricia Navilio (SEAL)

State of Illinois ss. I, _____, a Notary Public in and for said County, County of Cook in the state aforesaid, do hereby certify that Patricia Navilio

This instrument was drafted by Jeffrey D. Hupert Reif, Rosenbaum & Hupert 221 N. LaSalle, Ste. 2910 Chicago, IL 60601

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 22nd day of February, 1990

Helen Beal
 Notary Public

THE MID-CITY NATIONAL BANK OF CHICAGO
 801 WEST MADISON ST. CHICAGO, ILL. 60607
 LCR 222 OR
 800-766 (COOK COUNTY)

1157 Shermer Road, Northbrook, IL
 For information only insert property address.



This space for affixing Risers and Revenue Stamps

Document Number 30098108

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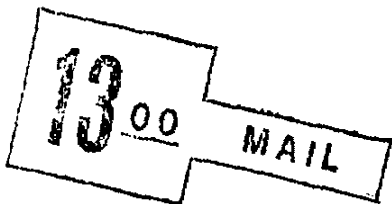
Exhibit A

That part of a Tract described as Lots One (1) to Five (5) both inclusive, in Weber's Addition to Shermerville hereinafter described, described as follows: Beginning at a point on the Southeasterly line of Shermer Road being a line Thirty Three (33) feet Southeasterly of and parallel with the Northwesterly line of said Lots One (1) to Five (5) inclusive, 30.10 feet Northeasterly of the intersection of said Southeasterly line of Shermer Road with the Southwesterly line of said Lot Five (5), thence Southeasterly at right angles to said Southeasterly line of Shermer Road 96.0 feet thence Northeasterly parallel with the Southeasterly line of Shermer Road 23.50 feet; thence Northwesterly on a line at right angles to the Southwesterly line of Shermer Road 96.0 feet to the Southeasterly line of Shermer Road, thence Southwesterly along the Southeasterly line of Shermer Road 23.50 feet to the place of beginning.

The Northwesterly Nine (9) feet of the Southeasterly Twenty One (21) feet of the Northeasterly Twenty Six (26) feet, measured at right angles to the Southeasterly and Northeasterly line, of that part of said Lots One (1) to Five (5) lying Northwesterly of a line 96.0 feet Southeasterly of the Southeasterly line of Shermer Road, as measured at right angles thereto, and lying Southwesterly of a line drawn Southeasterly parallel to the Southwesterly line of said Lot Five (5) from a point in the Southeasterly line of Shermer Road 232.90 feet Northeasterly, as measured along the Southeasterly line of Shermer Road, from the intersection of said Southeasterly line with the Southwesterly line of said Lot Five (5).

All in Weber's Addition to Shermerville, being a Subdivision of part of Lot Seventeen (17) in Assessors Division in Section 10, Township 42 North, Range 12, East of the Third Principal Meridian.

P.I.N.: 04 10 301 052



30093408