

# UNOFFICIAL COPY

## QUIT CLAIM DEED IN TRUST

902-12927

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Marilyn L. Maas, a widow and not remarried,  
 of the County of Cook and State of Illinois, for and in consideration  
 of the sum of Ten (and other consideration) 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 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 1st day of May 19 90, and  
 known as Trust Number 3418, the following described real estate in the County of Cook  
 and State of Illinois, to-wit:

LOTS 17, AND 18 IN BLOCK 4 IN W.F. KAISER AND COMPANY'S RIDGEMOOR TERRACE, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH EAST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4823 N. Natoma, Chicago, Illinois

COOK COUNTY RECORDER

7569 # C

13-25

DEPT-Q1 RECORDING

74333 TRM 7807 05/24/90 13:40:00

\$13.25

SUBJECT TO

13-07-421-003 & 13-07-421-004

Real Estate Tax :  
 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.  
 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 resubdivide 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 lease, to let, to mortgag, 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 praesent or in futur, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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 easements 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 described, at any time or times hereafter.

In no case shall any party dealing with the 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 (a) truth, (b) 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, and 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 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) that the conveyance is made to a successor in trust, so that such successor or successor in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities and obligations of (a), (b) or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Columbia 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 if they or it or their agents or attorney may do or omit to do or omit the said real estate or under the provisions of this Deed or said Trust Agreement, any amendment thereto, or for any acts or omissions of the Trustee, or any successor in trust, in relation to said real estate, and all such liability being held expressly waived and released. Any obligation incurred by the Trustee or any successor in trust in respect of said real estate may be entered into by the name of the trustee hereinunder 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 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 as 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 whomever and whatsoever 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 hereinunder and under said Trust Agreement and of all persons claiming under them or any of them shall be, only in the earnings, credits and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereinunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, credits and proceeds thereof as aforesaid, the intention hereof being to vest in said Columbia National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is lost or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of titles duplicate thereof, or memorandum, the words "in trust", or "upon condition", or "with restrictions", 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 hereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor S, hereby expressly waives S, and releases S, 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 has S heretounto set her hand and and sealed this 1st day of May 19 90.

(SEAL)

(SEAL)

State of Illinois } ss Wm. L. Trunk \_\_\_\_\_ a Notary Public in and for said County in  
 County of Cook \_\_\_\_\_ }  
 the said Wm. L. Trunk, Notary Public, do hereby certify that Marilyn L. Maas, a widow and not remarried

*Seal*

Norton Egan  
2-16-90

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 my hand and seal this 1st day of May 19 90.

Wm. L. Trunk  
Notary Public

For information only when street address of above described property

EXEMPT UNDER REAL ESTATE TRANSFER TAX ACT SECS. 4  
 PAR. 1 & COOK COUNTY ORD. 95CA PAR. 2

This space for affixing Stamps and Revenue Stamps

Document Number

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Property of Cook County Clerk's Office

WILLIAM J. BRADLEY  
CLERK OF COOK COUNTY

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