

QUIT CLAIM DEED IN TRUST

This instrument prepared by G. A. Kostecki, 5850 N. Milwaukee Ave., Chicago, Illinois

The above space for number is not used

THIS INDENTURE WITNESSETH, That the Grantor, Gabriel A. Kostecki, a single person of the County of Cook and State of Illinois for and in consideration of the sum of Ten 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 22nd day of September 1989, and known as Trust Number 3245, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 13 in Block 8 in W.F. Kaiser and Company's Ridgemoor Terrace, a subdivision of the South 1/2 of the South 1/2 of the South 1/2 of the South 1/2 of the South East 1/2 and the South 1/2 of Section 7, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

DEPT-01 RECORDING 513.25
T#9999 TRAN 1746 07/24/90 10:14:00
#8907 # G \* -90 - 354857
COOK COUNTY RECORDER

90354857

SUBJECT TO

Real Estate Tax # 13-07-417-018-0000

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms, conditions, covenants and purposes herein and in said Trust Agreement on both Full power and authority is hereby granted to said Trustee to improve, manage, protect and defend the said real estate in any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions or part thereof, and to redivide said real estate in whole or in part, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without covenants, to convey and quit claim or any part thereof to a successor or successors in trust and to grant to such successors or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to demise, to demise, to mortgage, pledge or otherwise encumber said real estate, on any part thereof, to lease said real estate, on any part thereof, from time to time, in possession or reversion, by lease to commence on or after a certain day or days, for any term or terms, 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 to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of leasing the amount of ground or house rentals, to purchase or to lease 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 the 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 may be deemed proper 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 part of the 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 enquire into the nature, success or expediency of any act of said Trustee, or be obliged or provided to enquire 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 Register of Titles of said County) relying upon or claiming under any such conveyance lease or other instrument, (it being the intent of the parties to this instrument that the trust created by said Trust Agreement shall be in full force and effect, that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (it) 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 (4) 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 duly bonded with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor or predecessors 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 done or omitted to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to persons or property by wrong or without fault of said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or contracted into by the Trustee, in connection with said real estate may be covered into by it in name of the then beneficiaries under said Trust Agreement in their capacity as fact, hereby irrevocably assigned for such party or parties, as the trustee of the Trustee, to its own estate, in Trustee of a trust or trusts 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 profits and commissions whatsoever and whatever 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 rents, profits and proceeds issuing from the sale of any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder of all how ever able or incapable, legal or equitable, as to the said real estate in such, but only as interest in the earnings, rents and proceeds thereof as aforesaid, the income hereof being to be paid to and by Columbia National Bank of Chicago either by check or otherwise as for cash, in and to all of the said real estate, above described

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title or the facts 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 Trustee shall not be required to produce the said Trust Agreement or a copy thereof, or any extracts therefrom, in evidence that any transfer, charge or other dealing involving the register of Titles is in accordance with the true intent and meaning of the trust

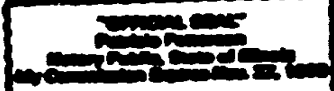
And the said grantor hereby expressly waives S and release S any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of beneficiaries from title on execution or otherwise.

In Witness Whereof, the grantor aforesaid has his hereto set hand and seal this 15th day of June 19 90.

Gabriel A. Kostecki (SEAL) Gabriel A. Kostecki (SEAL)

State of Illinois undersigned
County of Cook } ss. I, Gabriel A. Kostecki, a single person

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 he signed, sealed and delivered the said instrument as his 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 official seal this 15th day of June 19 90



Return to: Columbia National Bank of Chicago, 5250 N. Harlem Avenue, Chicago, IL 60646, ATTN: Trust Dept.

6756 W. Gunnison Ave., Harwood Heights, Illinois

For information only insert street address of above described property.

Exempt under Real Estate Transfer Tax Act, Sec. 4
Par. 2-104
Date 7/3/90
Sign. G.A. Kostecki

90354857

UNOFFICIAL COPY

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