

DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY 3 7 99 5 26 17

COCK NO. 018

(The Above Space For Recorder's Use Only)



STATE OF ILLINOIS REAL ESTATE TRANSACTION TAX AUG-2-90 1370.00

40572

REAL ESTATE TRANSACTION TAX Cook County

999.00

90372617

OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE JUDICIAL CIRCUIT IN AND FOR THE COUNTY OF COOK

777.00

DOCUMENT NUMBER

THIS INDENTURE WITNESSETH, that the Grantor MARYLA SARNAK, married to BRUNO SARNAK, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten & 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 Warranty S unto Capitol Bank and Trust Company an Illinois banking corporation whose address is 4801 West Fullerton, 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 20th day of July, 1990, and known as Trust Number 2081, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 64 AND PART OF LOT 65 (EXCEPT THE WEST 27.21 FEET OF LOT 65) SUBDIVISION OF LOTS 15 AND 16 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-29-229-038

Commonly known as: 5722 W. Diversey Chicago, IL 60639 CITY OF CHICAGO REAL ESTATE TRANSACTION TAX

This Property is not homestead property. DEPT. OF REVENUE AUG-2-90 999.00

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 with respect to the real estate or any part or parts of it, and at any time or times 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 subdivide said real estate as often as desired, to contract to sell, to grant options to purchase to sell or 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, lease 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 the present or in the future and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 appertaining to said real estate or any part thereof, and to deal with said real estate and every part thereof in all lawful 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 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 received on the trust property, or be obliged to see 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, 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 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 the said Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either 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 or their agents or attorneys may do or omit to do in or about the said real estate or any part thereof, or 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 the name of the then beneficiaries under said Trust Agreement as their 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 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 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 hereunder and under said Trust Agreement and of all persons taking under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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 real property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest in or to said real property vesting 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 register or note the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitation", or words of similar import, in accordance with the statute in such case made and provided.

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 20th day of July, 1990.

MARYLA SARNAK

STATE OF ILLINOIS COUNTY OF COOK

OFFICIAL SEAL ROBERT G. PRORAK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/24/94 1300

I, Robert G. Prorak, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARYLA SARNAK 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 20th day of July, 1990. Commission expires May 24, 1994. NOTARY PUBLIC

Document Prepared By: Robert G. Prorak 8303 W. Higgins, #220 Chicago, IL 60631 ADDRESS OF PROPERTY: 5722 W. Diversey Chicago, IL 60639 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO: Mr. Miroslaw Gebka & Mr. Andrzej Markiewicz 5722 W. Diversey, Chgo., IL 60639

BOX 333

RETURN TO: Capital Bank and Trust
4801 West Fullerton
Chicago, Illinois 60639

TRUST NO. 2081

COOK COUNTY, ILLINOIS
RECORDS SECTION
1990 AUG 2 PM 3:09
90372617

UNOFFICIAL COPY

DEED IN TRUST

(WARRANTY DEED)

MARYLA SARNIAK

TO



TRUSTEE

Property of Cook County Clerk's Office