

UNOFFICIAL COPY

DEED IN TRUST
(ILLINOIS)

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DEPT-01 RECORDING \$13.29
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COOK COUNTY RECORDER

THE GRANTOR

Edward A. Marszewski

of the County of Cook and State of Illinois
for and in consideration of Ten

Dollars, and other good and valuable considerations in hand paid,
Conveys and (~~WARRANT~~ QUIT CLAIMS) unto
Edward A. Marszewski, as Trustee under Declaration
of Trust dated August 23, 1991, of 11136-B
Northwest Road, Palos Hills, IL, 60465-2123

-31-443208

(The Above Space For Recorder's Use Only)

as Trustee under the provisions of a trust agreement dated the 23rd day of August 1991 and known as Trust
Number _____ (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or
successors in trust under said trust agreement, the following described real estate in the County of Cook and State of
Illinois, to wit:

See Exhibit a Attached hereto.

Permanent Real Estate Index Number (P.R.E.I.): 23-22-200-034-1034

Address(es) of real estate: 11136-B Northwest Road, Palos Hills, IL, 60465-2123

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said
trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part
thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property 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
premises 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 property, or any part
thereof; to lease said property, 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 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 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 property, 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 premises or any part thereof; and to
deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be
conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or
money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to
inquire into the 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 in relation to said real estate 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 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 some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 other disposition of said real estate, 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 estate as such, but only an interest
in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is 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.

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 his hand and seal this 23rd

day of August, 1991

Edward A. Marszewski (SEAL)
Edward A. Marszewski

(SEAL)

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY
CERTIFY that Edward A. Marszewski
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,
and delivered the said instrument as his free and voluntary act, for the uses and purposes
set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23rd day of August 1991

Commission expires September 27, 1992

Brian J. McKenna
NOTARY PUBLIC

This instrument was prepared by Brian J. McKenna, 10540 S. Western Ave., Suite 201,
Chicago, Illinois 60643 (NAME AND ADDRESS)

USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAX TO: { Edward A. Marszewski, as Trustee
(Name)
11136-B Northwest Road
(Address)
Palos Hills, IL, 60465-2123
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

Edward A. Marszewski, as Trustee
(Name)
11136-B Northwest Road
(Address)
Palos Hills, IL, 60465-2123
(City, State and Zip)

OR RECORDERS OFFICE BOX NO _____

1329

91443208

AFFIX "RIDERS" OR REVENUE STAMPS HERE

UNOFFICIAL COPY

Deed in Trust

TO

GEORGE E. COLE
LEGAL FORMS

80247816

Property of Cook County Clerk's Office

ALL INFORMATION
CONTAINED HEREIN IS UNCLASSIFIED
DATE 11/19/01 BY 60322 UC/BAW/STP

EXHIBIT A

Unit No. 11136-B in Woods Edge Condominium as delineated on survey of certain parts of Lot 'A' (except that part falling in Keane Avenue) in McGrath & Ahern Subdivision of part of the North 1/2 of Section 22, Township 37 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois (hereinafter referred to as "Parcel") which survey is attached as Exhibits "B" and "C" to Declaration made by Aetna State Bank, a corporation of Illinois, trustee under Trust Agreement dated May 6, 1976 and known as Trust Number 102109 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 23667055 as amended from time to time; together with a percentage of the Common Elements appurtenant to said unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

This deed is given on the conditional limitation that the percentage of ownership of said Grantee in the Common Elements shall be divested pro tanto and vest in the Grantees of the other units in accordance with the terms of said Declaration and any Amended Declarations recorded pursuant thereto, and right of revocation is also hereby reserved to the Grantor herein to accomplish this result. The acceptance of this conveyance by the Grantee shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the Common Elements pursuant to said Declaration and to all the other terms of said Declaration, which is hereby incorporated herein by reference thereto, and to all the terms of each Amended Declaration pursuant thereto.

Grantor also hereby grants to grantee, successors and assigns, as an easement appurtenant to the premises herein conveyed, a perpetual, exclusive easement for parking purposes in and to Parking Area No. 56, as defined and set forth in said Declaration and survey.

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and in the Declaration of Covenants, Conditions, Restrictions and Easements for the Woods Edge Homeowners's Association recorded as Document Number 23667054.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declarations the same as though the provisions of said Declarations were recited and stipulated at length herein.

91A3208
RECORDED

