

## UNOFFICIAL COPY

## DEED IN TRUST

515-1681

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JOSEPH KNAPCZYK AND SOPHIE KNAPCZYK  
 HIS WIFE AND ANDREW KNAPCZYK AND MICHELLE R. KNAPCZYK FKA MICHELLE R. KIRKOLIS  
 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 Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of  
 a certain Trust Agreement, dated the TWENTY-FIRST (21) day of SEPTEMBER

19 78, and known as Trust Number 781276  
 County of COOK

, the following DEED RECORDINGS were made in the  
 and State of Illinois. 1978 A \* 91-544681  
 COOK COUNTY RECORDER

LOT 28 IN CAMEO TERRACE, A RESUBDIVISION OF LOT 12 IN CAMENO  
 RE'A1 UNIT 2, A SUBDIVISION IN THE NORTH WEST 1/4 OF THE  
 NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12,  
 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY  
 ILLINOIS.

Property Address: 9815 EL CAMINO Lane, OAKLAND  
 PT 3 27-16-205-028 Part 26  
 6-4762

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms, 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 parts, streets, boulevards or alleys and to create any subdivision or part thereof, or to subdivides or real estate as often as desired; to contract to sell, to grant options to purchase; to sell in any form to convey either with or without consideration, to convey all real estate or any part thereof to a successor 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 donate, to mortgage, pledge or otherwise encumber and sell real estate, with or 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 the term of one single decade, the term of 10 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 leases and covenants to assign leases and options to purchase the same or any part of the property and to contract respecting the issuance of claims, the amount of payment or future rentals to tenants 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 receive, convey or accept any right title or interest in or about or whatsoever interest in said real estate or any part thereof, and its deal with said real estate and every part thereof in all other ways and for such other considerations as it would be 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 power, along with and Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be granted, authorized to be used or exercised or discharged by said Trustee, or any successor in trust, or any agent or attorney, be utilized to see to the application of any purchase money, rent or money furnished or paid, or any interest in said real estate, or be utilized to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act or deed, instrument, or contract or privilege to inquire into any of the terms of this 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, that constitute evidence in favor of every person, including the Register of Titles of this county, holding upon or claiming under any such conveyance, lease or other instrument, or that at the time of the delivery thereof of the trust created by this instrument and by said Trust Agreement was in full force and effect, in that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this instrument and in Trust Agreement or in all amendments thereto, of any and binding upon all beneficiaries hereunder, (c) that said Trustee, and 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 trustee or successress in trust, that such trustee or successress in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations, of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Heritage Trust Company, individually or as Trustee nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree, for anything that they or any of their agents or attorneys, may do or omit to do, in about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about the said real estate, any and all such liability being hereby expressly waived and released; Any contract, obligation or indenture incurred or entered into by the Trustees in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, hereby irrevocably designated for such purpose, or at the election of the Trustee, in its own name, as Trustee of an express trust 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 whatsoever and whatsoever shall be charge 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, assets 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 hereinunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in earnings, assets and proceeds thereof as aforesaid; the intention herein being to give to the Heritage Trust Company the entire legal and equitable title in the simple, and to all of the real estate as so described:

If the title to any of the above real estate is lost or destroyed registered, the Registrar of Titles is hereby directed not to register or enter in the certificate of title or duplicate thereof or otherwise, the words "in trust," or open conditions, or with limitations, or words of similar import, in accordance with the statute in our case made and provided.

And the said grantor, between expressly waive and release, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for partition of homesteads more fully as aforesaid or otherwise.

To witness Whereof the Grantor, Joseph Knapczyk addressed to David M. Vlcek hereto set the 4th day of October in 1981

Joseph Knapczyk Sophie Knapczyk (SEAL)  
Andrew Knapczyk Michelle R. Knapczyk FKA Michelle R. Kirkolis (SEAL)

STATE OF ILLINOIS DAVID M. VLCEK, a Notary Public in and for said  
 County of COOK County, in the State aforesaid, do hereby certify that JOSEPH KNAPCZYK AND  
SOPHIE KNAPCZYK HIS WIFE AND ANDREW KNAPCZYK AND MICHELLE R. KNAPCZYK  
FKA MICHELLE R. KIRKOLIS AS JOINT TENANTS, his wife

personally known to me to be the same person 5 whose name 5  
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
 that THEY signed, sealed and delivered the said instrument as THEIR  
 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 4th day of October A.D. 1981

My commission expires 6-26-95

MAIL TO:  
 SHELTON RO SINGLTON  
 120 W. Madison  
 Chicago, IL 60602

For information only insert street address of  
 above described property.

GRANTEE:

TAX BILLS  
 HERITAGE TRUST COMPANY  
 17300 Oak Park Avenue  
 Tinsley Park, Illinois 60477

This space for affixing Index and Revenue Stamps

1981 11-5-16

Document Number

350

UNOFFICIAL COPY

Property of Cook County Clerk's Office

REAL ESTATE DEPARTMENT

REC'D

915A1 681