

QUIT CLAIM DEED IN TRUST

~~UNOFFICIAL COPY~~

PY 31053984

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, That the Grantor, Dusan Surovy and Ingrid Surovy,

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 25th day of January 1991, and known as Trust Number 3625, the following described real estate in the County of COOK and State of Illinois: as per

Lot 10 and the West 22 feet of Lot 9 in Block 1 in Cratty and Kirkeby's Subdivision of Lot 1 in Kimball's Subdivision of the East 1/2 of the South West 1/4 and the West 1/2 of the South East 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, (except 25 acres in the North East Corner thereof) in Cook County, Illinois.

Address of Property : 2749 N. Monticello Ave.
Chicago, Illinois

~~-91-052988~~

SUBJECT TO

$$\{ 3 + 26 + 306 + 00 \}.$$

and provisions thereof at any time or times hereafter, to contract to make leases and/or grant options to lease and options to purchase the whole or any part of the investment or to convert (disposing of the right of using an amount of money or other property) or to sell or otherwise dispose of or exchange said real estate or any part thereof; for other real or personal property or for any other purpose; and to convey, assign, let, lease, or interest in or about or render appearance in said real estate or any part thereof, and to do all such and similar acts as may be necessary in all other ways; and for such other contracts and/or agreements as it would be useful 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 sue for application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to sue to recover the terms of this trust have been complied with, or be obliged to institute or expeditiously of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust or of this 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 concluding the Register or Title of said county relying upon or claiming under any such conveyance, lease or other instrument, together with the time of the delivery thereof, created by this Indenture and by said Trust Agreement as in full force and effect, that such conveyance or other instrument was executed in accordance with the trustee conditions and limitations contained in this Indenture and in said Trust Agreement or in any amendment thereto; if any, and binding upon all beneficiaries hereinunder with the same force and effect as if it had been set forth in full in this Indenture; provided, however, that such conveyance or other instrument to a trustee or to successors in trust, shall be properly appointed and all fully satisfied with all the title estate, rights, power, authorities, dominions and jurisdictions of its, his or their predecessor(s);

This instrument is made upon the express understanding and condition that neither Columbia National Bank of Chicago, individually or as Trustee, nor its successors or successors in interest shall incur any personal liability or be subject to any claim, judgment or decree for anything it or they or its or their assigns or successors may do or omit to do or 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 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 by it in the name of the then beneficiaries under said Trust Agreement as trust attorney in fact hereto irrevocably appointed for such purposes, and the Trustee in his own name as Trustee of an express trust and not individually, and the Trustee shall have no obligation whatsoever with respect thereto to any other contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable thereto and to defend and discharge thereof, all persons and corporations whomsoever and whatsoever shall be charged with holding or claiming any title or interest in the real estate herein described, and the Trustee, its attorney and 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 hereunder shall have any title or interest, legal or equitable, in or to said real estate at such time, but only an interest in the earnings, assets and proceeds thereof as aforesaid, the same not to exceed in value to 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 now or hereafter registered, the Registrar of Titles is hereby directed not to register or have in the certificate of title or duplicate thereof, or memorandum, the words "in trust," "upon condition," or "with limitations," or words of similar import, nor shall he be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other deed, involving the registered lands is in

and in accordance with the true intent and meaning of the trust.
And the said grantor ____ hereby expressly waive _____ and release _____ any and all right or benefit under and by virtue of any and all statutes or the laws of Illinois, providing for the exemption of homesteads from sale on execution or other title.

In Witness Whereof, the grantorS aforesaid have hereunto set their hands and seals this day of , A.D. .

this 25th day of January 1991

Ingrid Surovy

State of Illinois _____ County of Cook _____ SS. # _____
I, Siva Martin, a Notary Public in and for said County, do
the state aforesaid, do hereby certify that Dusan Surovy and Ingrid
Surovy, his wife

"OFFICIAL STAMP"
Personally known to me to be the same persons, whose names are _____
Siva Martin, the foregoing instruments, appeared before me this day in person and acknowledged them, they signed, sealed,
Notary Public, State of Illinois, _____
My Commission Expires: 12/15/94
Subscribed and sworn to before me this 25th day of January, 1991.

Columbia National Bank of Chicago
5250 N. Harlem Avenue
Chicago, IL 60656
ATTN: Trust Dept.

2749 N. Monticello Ave.
Chicago, Illinois.

For information call, insert phone number of above described property.

100 PAGES