

UNOFFICIAL COPY

DEED IN TRUST

09 4 6 5
9109465

Warranty

The above space for recorder's use only

THIS INSTRUMENT WITNESSETH That the Grantor Raisa A. Szewczuk, a married person, formerly known as Raisa A. Dokijenko, P. O. Box 425 Ellicott Station, Buffalo New York 14202 and State of New York for and in consideration of the sum of Ten and no/100 Dollars \$ 10.00 in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged Convey and Warranty unto Wauconda National Bank and Trust Company, National Banking Association existing under and by virtue of the laws of the United States of America duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of February 1991, and known as Trust Number 21-105, the following described real estate in the County of Cook and State of Illinois, to wit

LEGAL DESCRIPTION ATTACHED AND MADE PART HEREOF:

Permanent Index Number: 14-05-407-013
Commonly known As: 5701 Sheridan Road Unit 11G
Chicago, Illinois

DEPT-01 RECORDING

\$13.29

T#8888 TRAN 01&1 02/01/91 13.20.06

#3727 #M *-91-094465

COOK COUNTY RECORDER

THIS IS NOT HOMESTEAD PROPERTY.

SUBJECT TO

Conditions, restrictions, easements, covenants, and all other matters of record.

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 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 of part thereof and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase or to sell on any terms, to convey, 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, pledge 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 lease 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 lease upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 premises 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 title or interest in or about the premises appurtenant to 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 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 advanced on said real estate, or be obliged 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 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 or any successor in trust in relation to said real estate shall be conclusively evidence in favor of every person, including the Registrar of Titles of said county, relying upon or claiming under any such conveyance, lease or other instrument, that at the time of the delivery thereof the trust created by the instrument and by said Trust Agreement was in full force and effect, that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in the instrument and in said Trust Agreement or in any amendments thereof, if any, and binding upon all beneficiaries thereunder, 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 that 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 estate, title, rights, powers, duties and obligations of the trust, and that their powers and authority are not limited in any way.

This conveyance is made upon the express understanding and condition that neither Wauconda National Bank and Trust Company, 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 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 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 claiming under them or any of them shall be only in the earnings, avails and proceeds arising 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 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, the intention hereof being to vest in said Wauconda National Bank and Trust Company 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 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases any and all right or benefit under any or all of us 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 14th day of February 1991

Raisa A. Szewczuk, formerly known as Raisa A. Dokijenko (SEAL)

State of Illinois)
County of Lake) ss the undersigned a Notary Public in and for said County, in the state aforesaid do hereby certify that Raisa A. Szewczuk formerly known as Raisa A. Dokijenko, a married 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

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 14th day of February 1991

Notary Public



5701 Sheridan Road Unit 11G
For information only insert street address of above described property
Subsequent Tax Bills To: Wauconda National Bank Trust
91-105 486 W. Liberty St
Wauconda, Illinois 60084

13 29

9109465

Document Number

This space for affixing Riders and Revenue Stamps

Date

UNOFFICIAL COPY

94091465

UNIT NUMBER 11-G IN HOLLYWOOD TOWERS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 19 TO 23, BOTH INCLUSIVE, AND PART OF LOT 24 IN BLOCK 21 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, TOGETHER WITH PART OF THE LAND LYING BETWEEN THE EAST LINE OF SAID LOTS AND THE WEST BOUNDARY LINE OF LINCOLN PARK, ALL IN THE EAST FRACTIONAL ONE HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24903562 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

GRANTOR ALSO HEREBY GRANTS TO GRANTEE, 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 DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PROPERTY.

THIS CONVEYANCE IS SUBJECT TO ALL RIGHTS, EASEMENTS, CONVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Cook County Clerk's Office

21031465