

WARRANTY DEED IN TRUST

The above space for referenda use only

THIS INDENTURE WITNESSETH, That the Grantor(s), CARL F. HUGARE and JILL G. HUGARE, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100's Dollars (\$ 10.00)

in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey(s) and Warranty unto PALOS BANK AND TRUST COMPANY, a banking corporation duly organized and existing under the laws of the State of Illinois and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of certain Trust Agreement, dated the 4th day of April 1991, and known as Trust Number 1-3123, the following described real estate in the County of Cook and State of Illinois:

Parcel 1: UNIT #13212-1"A", IN OAK HILLS CONDOMINIUM #1, AS DE- LINEATED ON SURVEY OF CERTAIN LOTS OR PORTIONS THEREOF IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BURNSIDE CONSTRUCTION COMPANY, A CORP- ORATION OF ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT #23684699; TOGETHER WITH A PERCENTAGE INTEREST OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS BY BURNSIDE CONSTRUCTION COM- PANY RECORDED OCTOBER 25, 1976 AS DOCUMENT 23684698 AND CREATED BY DEED FROM BURNSIDE CONSTRUCTION COMPANY RECORDED 9/13/79 AS DOCUMENT #24103074 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

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 execute public deeds, mortgages and other instruments and to execute any subdivision or part thereof, and to resubdivide said real estate as often as desired, in conformity with the provisions of said Trust Agreement, to sell or any part, to convey, either with or without consideration, to lease, said real estate or any part thereof, to grant, to execute, to execute 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 and real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence on a date 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 125 years, and to renew or extend the same upon any terms and for any period or periods of time and to amend, change or modify leases and terms and conditions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and option to renew leases and options to purchase the whole or a part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, in partition or to exchange a part of estate, or any part thereof, for any real or personal property, to get grant surrenders or releases of land, to release, convey or assign any right, title or interest in or about or adjacent appurtenant to said real estate or any part thereof, and to deal with said real estate or any 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.

To the intent that 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, transferred to or held, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see the application of any purchase money, rent of money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee or be obliged to inquire into the propriety of 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 conclusive evidence in favor of every person (including the Register of Deeds of said County) relying upon and acting 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 terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereto, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver each deed, trust deed, lease, mortgage or other instrument and (d) if any conveyance was 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.

This conveyance is made upon the express understanding and condition that neither the said Bank, 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 if 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 shall be enforceable only in the name of the beneficiary(ies) under said Trust Agreement or their attorney-in-fact, hereby preferably appointed for such purposes, or at the election of the Trustee, in his or her 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 whatsoever and whatsoever shall be charged with notice of the provisions from the date of the filing for record of this deed.

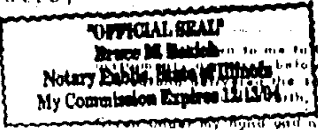
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, assets and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate, or such, but only an interest in the earnings, assets and proceeds thereof as aforesaid. No intention hereof being to vest in said Bank 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 Register of Deeds is hereby directed not to register or note in the certificate of title or duplicate thereof, or otherwise, his words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made applicable, and said Trustee shall be so charged to produce the said Agreement of a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing, made by the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor(s) hereby expressly waives and releases(s) any and all right or benefit under and by title 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(s) aforesaid hereunto set (his) (her) (their) hand(s) and seal(s) this 4th day of APRIL 1991. CARL F. HUGARE (SEAL) JILL G. HUGARE (SEAL)

State of ILLINOIS I, the undersigned, as Notary Public in and for said County, in the state aforesaid, do County of COOK hereby certify that Carl F. Hugare and Jill G. Hugare, his wife,



Witness my hand and notarial seal this 17th day of April 1991 Notary Public

MAIL TO: Grantee's Address. Palos Bank and Trust HUGARE AND TRUST COMPANY 1000 N. MICHIGAN ST. CHICAGO, IL 60611-1000

For information only insert street address of above described property. 13212 Oak Hills Parkway, Palos Heights, IL 60463 City State Permanent Tax Number 23-36-303-143-1073

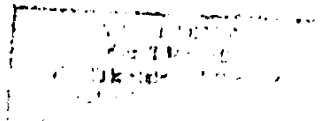
EXEMPT UNDER PROVISIONS OF PARAGRAPH 4, SECTION 9 OF THE REAL ESTATE TRANSFER ACT. [Signature]

13.00

Property of Cook County Clerk's Office

DEPT-01 RECORDING 113.00  
T#0088 TRAN 0325 05/21/91 11:08:00  
#3968 #14 3-21-240492  
COOK COUNTY RECORDER

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