

DEED IN TRUST

UNOFFICIAL COPY

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR(S) RASHPAL SINGH and WANDA SINGH, his wife and ZENON A. SKRZYPEK and CECYLIA SKRZYPEK, his wife;

DEPT-01 RECORDING

TM2222 TRAN 5249 08/05/91 10:21:00

#1945 # B * 91-393394

COOK COUNTY RECORDER

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of the County of Cook and State of Illinois, 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 Warrant unto COLONIAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation whose address is 5850 West Belmont Avenue, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of July 1991, and known as Trust Number 1935 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 47 (except the South 34 feet thereof) and also (except the North 33 feet thereof) in Titlow's Diversay Avenue Subdivision of Lot 4, in Circuit Court Partition of the West Half of the South East Quarter (except the South 33 1/3 acres thereof) and the North Half of the South West Quarter (except the South 33 1/3 acres thereof) of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

Exempt under provisions of Paragraph
Real Estate Transfer Tax Act.

PTN: 13-29-30L-006

Date

Buyer, Seller or Representative

7/23/91

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RECORDED IN COOK COUNTY, ILLINOIS, AND INDEXED IN THE RECORDS OF THE COOK COUNTY CLERK'S OFFICE

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 portions thereof highways or alleys to create any subdivision or part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey otherwise than without consideration including deeds conveying directly to a Trust Grantor, to convey said real estate or any part thereof to successor or successors in trust and to grant to such successors in trust all of the title, estate, powers and authorities vested in said Trustee, to lease said real estate or any part thereof, 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 leases to commence in perpetuities, in tailors, and at any times and for any period or periods of time, extending in the case of any single demise the term of 100 years and to renew or extend leases upon the terms and for any period of periods of time and to attend, change, modify, leases and the terms and provisions thereof at any time or times hereafter, to contract to make or cause to be made or caused to purchase the whole or any part of the mortgaged or otherwise real property and to contract respecting the amount of money or future rentals, if partition or to mortgage said real estate or any part thereof, for other real or personal property, to grant easements or charges of any kind, to require, satisfy or discharge any right, title or interest, or about or against 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 no other consideration, as it would be lawful for any person owning the same to deal with the same, whether similar 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, or relation to said real estate, or in 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 pay to the aforesaid any sum, sum of any part, sum money, rent or money, or to pay or advanced on said real estate, or be obliged to see that the terms of the trust have been complied with or brought into compliance with the authority, necessity, or convenience of any act of said Trustee, or the aforesaid or required to disburse or pay any of the terms of said Trust Agreement, and to make, trust deed, mortgage, lease or other instrument executed by said Trustee or any successor in trust, in nomination, to said real estate, of all the convenience evidence in fact, to every person, including the Registrar of Titles of said county, relying upon or charging under any conveyance, lease or other instrument, that at the time of the sale, very different the trust created by this Trust Agreement was in full force and effect, so that such conveyance or other instrument was executed in accordance with the trust conditions and limitations contained in this instrument and in said Trust Agreement, in all appointments thereto, of any, and was binding upon all the persons thereunder, so that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver any such deed, trust deed, lease, mortgage, or other instrument and said 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, talents and obligations of us, or of their predecessors in trust.

This conveyance is made upon the condition, expressed and conditions that on the Colonial Bank, _____, and its successors individually or as Trustee, nor its successors in trust shall ever have the power or ability to be subjected to any claim, judgement or decree for anything due or then due, or to any attorney or attorney's fees or costs to do or to do in the further estate under the provisions of this Deed of Trust and Trust Agreement or any amendment thereto, or for any debt, or expense of property, or liability happening in or about said real estate, and as such, to be held being hereby expressly waived and released. Any contract, holding back or indebtedness, or loan or interest into by the Trustee in connection with said real estate may be borne entirely in the name of the then beneficiaries under said Trust Agreement as the cattlemen, or fact, hereby irrevocably appointed to such purpose, at the time of the transfer, in its own name, as trustee of an express trust and not individually (and the same shall have no obligation what so ever with respect to any such contract, obligation or indebtedness except and as far as the trust property and funds in the trust, as aforesaid, 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 hereinunder 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, 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 as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Colonial Bank, _____, the entire legal and equitable title in fee simple, in and to all 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 meadow, the words "in trust" or upon condition of "with limitations" or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor(s) hereby expressly warrant and release, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid, vs themselves and seal(s) this

23rd

day of

July

1991

Rashpal Singh

(SEAL)

Zenon A. Skrzypek

(SEAL)

Rashpal Singh
Wanda Singh Cecylia Skrzypek
Cecylia Skrzypek

(SEAL)

(SEAL)

THIS DOCUMENT PREPARED BY

Att'y Arthur W. Berg

Chicago, Illinois, 60639

Colonial Bank _____

2733 N. Melvina Ave

Chicago, Illinois, 60639

For information only insert street address of
above described property

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STATE OF Illinois } Arthur W. Berg Notary Public in and for said
County of Cook } ss County, in the State aforesaid, do hereby certify that Rashpal Singh and Wanda Singh, his
wife and Zenon A. Skrzypek and Cecylia Skrzypek, his wife,

personally known to me to be the same persons whose name(s) are 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 notarial seal this 23rd day of July, A.D. 19 91

My commission expires

October 7, 1993

Arthur W. Berg

Notary Public

"OFFICIAL SEAL"
Arthur W. Berg
Notary Public, State of Illinois
My Commission Expires 10/7/93

RECEIVED