

93531230

000X  
C.C.H. 010

## WARRANTY DEED IN TRUST

The above space for recorder's use only

**THIS INDENTURE WITNESSETH**, That the Grantor, Angelo P. Katsigiannis,  
divorced & not remarried.  
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 OAK BROOK BANK, 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 a certain Trust  
Agreement, dated the 23rd day of June, 1993, and known as  
Trust Number 2609, the following described real estate in the County of Cook and State of  
Illinois, to-wit:

Street address: 7901 W. Grand Avenue, Elmwood Park, Illinois 60635

Legal description:

Lots 20 and 21 in Montclare Home Addition in the  
South West 1/4 of Section 25, Township 40 North,  
Range 12, East of the Third Principal Meridian,  
in Cook County, Illinois. Cook County

REAL ESTATE TRANSACTION TAX  
REVENUE STAMP JURISDICTION  
F.R. 10424 105.00

Real Estate Index No. 12-25-320-014-0000 and 12-25-320-015-0000

SUBJECT TO General taxes for the second installment of 1992 and  
subsequent years, and covenants, conditions and re-  
strictions of record.

**TO HAVE AND TO HOLD** the said real estate with the appurtenances, by way of 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 or any part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to lease in any terms, to convey either 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 leases or covenants in present or in future, and upon any terms and for any period of periods, and to amend or 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 renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of making and renewing leases and options to renew leases and options to purchase the whole or any part of the present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real persons property, to grant easements or charges of any kind, to release, convey, assign any right, title or interest in or about or covenant appurtenant thereto, to make any other conveyance, assignment or transfer, to make any other conveyance, assignment or transfer of any part or authority herein contained to OAK BROOK BANK, 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 any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, to be obliged to see in the appearance, to 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 insure any or 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 conclusive evidence in favor of every person (including the Register of Titles of said county) relying upon or claiming 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 trusts, conditions and limitations contained in this Indenture and said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, has authority and power to execute or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (d) that said Trustee, or any successor in trust, has authority and power to execute or deliver every such deed, trust deed, lease, mortgage or other instrument, (e) the conveyance made to a successor in trust, or in trust, that such successor or successors in trust have been properly registered with the Register of Titles, and (f) that the title to all the title, estate, rights, powers, authorities, duties and obligations of, is his or their predecessor in trust.

The conveyance is made upon the express understanding and condition that neither OAK BROOK BANK individually nor its 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, in keeping 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 Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 whatever with respect to any such contract, obligation or indebtedness except only so far as the first 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 as interest in earnings and proceeds thereof as aforesaid, the title to which being to vest in said OAK BROOK BANK the entire legal and equitable title and all of the real estate thus described.

In the title to any of the said real estate now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or in any other manner, "In trust," "in trust 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, Angelo P. Katsigiannis, hereby expressly waives, and releases, \$ any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

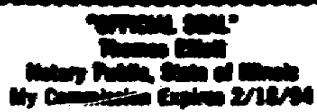
In Witness Whereof, the grantor, aforesaid, Angelo P. Katsigiannis, hereunto set, 9th day of July, 1993.

[SEAL] [SEAL]  
Angelo P. Katsigiannis  
[SEAL] [SEAL]

State of Illinois, ss.  
County of Cook in the state aforesaid, do hereby certify that  
Angelo P. Katsigiannis

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 he signed, sealed and delivered the said instrument  
as his 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 9th day of July, 1993.

Thomas O. Elliott  
Notary Public



OAK BROOK BANK  
1400 Stateview Street  
Oak Brook IL 60521

Member F.D.I.C.

(708) 571-1830

BOX 333 - TH

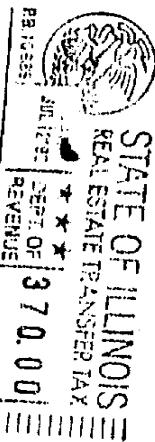
THIS INSTRUMENT PREPARED BY:  
Thomas O. Elliott, Esq.  
625 W. Madison, Suite 2700  
Chicago, Ill. 60661

This space for affixing Riders and Revenue Stamps

93531230

Document Number

Elmwood Park  
Real Estate  
Transfer Stamp



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
\$70.00  
SERIAL NO. 370.00  
JULY 12, 1993

**UNOFFICIAL COPY**

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