

This Indenture Witnesseth, That the Grantor,

DEBRA S. KLEIN f/k/a DEBRA SUE LEONARD, MARRIED TO MARK J. KLEIN, 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 Warranty unto THE FIRST NATIONAL BANK OF DES PLAINES, 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 10 day of JANUARY 1993, and known as Trust Number 22852285, the following described real estate in the County of Cook and State of Illinois, to-wit: AS DESCRIBED IN ATTACHMENT A

SUBJECT TO: General real estate taxes for 1992 and subsequent years; restrictions of record; easements, provisions, covenants and conditions of the Declaration of Condominium and all amendments thereto; public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date hereof of general assessments established pursuant to the Declaration of Condominium.

ADDRESS: 1551 Ashland Units 402 & G-18, Des Plaines, IL 60016
PIN: Unit 402 = 09-20-210-029-1031
Unit G-18= 09-20-210-029-1056

MARK J. KLEIN HAS SIGNED THIS DEED FOR THE SOLE PURPOSE OF RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF 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 dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on 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 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 lease the term of 99 years and to renew or extend leases upon any terms and for any period or periods of time and to amend, 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 lease and options to renew leases and options to purchase the whole or any part of one reversion 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 right, title or interest in or about or easement 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 conclusive 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 (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 in 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, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) 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 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 First National Bank of Des Plaines 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 direction 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 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said First National Bank of Des Plaines 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 the said grantor 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 has hereunto set her hand and seal this 15th day of January 1993

DEBRA S. KLEIN (SEAL)
DEBRA SUE LEONARD (SEAL)

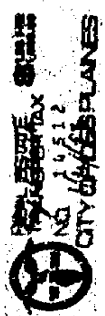
MARK J. KLEIN (SEAL)

TUCKER

IND TITLE CO

L-114624-C-1

93069625



25.50 CD

UNOFFICIAL COPY

TRUST NO.

Deed in Trust

WARRANTY DEED

TO

THE FIRST NATIONAL BANK
OF DES PLAINES
701 Lee Street
Des Plaines, Illinois 60016
TRUSTEE

93069625

Return To:
Robert D. MICHAELS
180 Lee St
Des Plaines, IL 60016
60616

MAIL TO -

57959066

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
JAN 26 93
11422
42.00

"OFFICIAL SEAL"
George R. Salabas
Notary Public, State of Illinois
My Commission Expires 5/5/94

SEPT-01 RECORDING 01/27/93 12:17:00 \$25.50
TRAN 8007
COOK COUNTY RECORDER

RECORDING # 01386
TRAN 8007 01/27/93 12:18:00 \$25.50
COOK COUNTY RECORDER

I, _____ the undersigned
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Debra S. Klein f/k/a Debra Sue Leonard and Mark J. Klein,
Husband and Wife,
personally known to me to be the same person(s) 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 _____ 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 _____ day of _____
January _____ A. D. 19 93
George R. Salabas
Notary Public
My commission expires _____ 5/5/94

STATE OF ILLINOIS
COOK COUNTY OR
SS.

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Units 402 and G-18, as delineated on Plat of Survey of all of portions of Lots 26, 27, 28 and 29 in Block 6 in River Addition to Des Plaines, a subdivision of parts of Sections 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; which Plat of Survey is attached as Exhibit "E" to Declaration of Condominium made by First National Bank of Des Plaines, a National Banking Association, and known as Trust No. 73053873, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 23686479, together with their percentage of the common elements appurtenant to said unit as set forth in said declaration, as amended from time to time, in Cook County, Illinois.

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