

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

94564833

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, MARTIN T. ANDERSON and CHRISTINE D. ANDERSON, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto COLUMBIA NATIONAL BANK OF CHICAGO, 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 15th day of June 19 94, and known as Trust Number 4681, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE RIDER

DEPT-01 RECORDING \$23.50  
 T#0011 TRAN 2670 06/28/94 13:13100  
 #0456 \$ RV # -94-564833  
 COOK COUNTY RECORDER

94564833

SUBJECT TO general real estate taxes not due and payable at the time of closing and restrictions of record so long as they do not interfere with Purchaser's use and enjoyment of property.

Real Estate Tax # 09-20-202-040-1005 with Purchaser's use and enjoyment of property.  
 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 possession 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 199 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 the reversion and to contract respecting the manner of fixing the amount of present or future rentals, in whole or in part, 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 encumbrances 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 he or she might be lawful for any person owning the same 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, 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 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 Deeds of said county) relying upon or claiming under any such conveyance 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, and binding upon all beneficiaries hereunder, (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 successor in trust, that such successor or successor in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Columbia National Bank of Chicago, in trust, 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 in or by or for them 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 by or 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 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 paid 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 Columbia National Bank of Chicago 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 or in or about said lands is in accordance with the true intent and meaning of the trust.

And the said grantor S 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 S aforesaid have hereunto set their hand and seal this 22ND day of June 19 94.

Martin T. Anderson [SEAL] Christine D. Anderson [SEAL]  
Martin T. Anderson [SEAL] Christine D. Anderson [SEAL]

State of Illinois I, STEPHEN R. MURRAY a Notary Public in and for said County, in County of Cook ss. the same aforesaid, do hereby certify that Martin T. Anderson and Christine D. Anderson, his wife, are

personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this 22nd 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. Witness my hand and notarial seal this 22nd day of June 19 94.

OFFICIAL SEAL  
 STEPHEN R. MURRAY  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES NOV. 21, 1995

Return to:

For information only insert street address of above described property.

REAL ESTATE  
 RECORDS  
 CITY OF DES PLAINES

237

# UNOFFICIAL COPY

88810210

Property of Cook County Clerk's Office

94564833

# UNOFFICIAL COPY

## LEGAL

Property Address: 1660 Thacker, Des Plaines, Illinois 60016

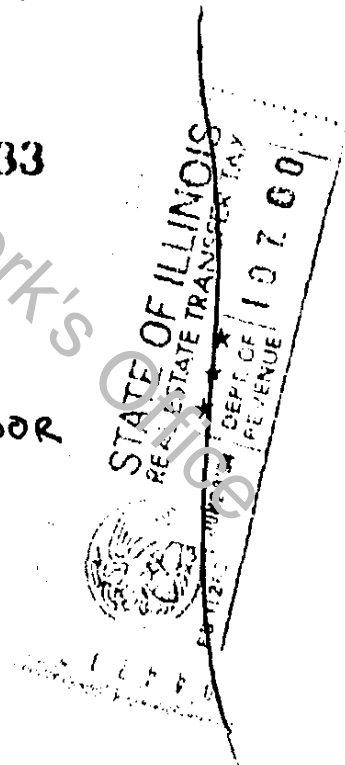
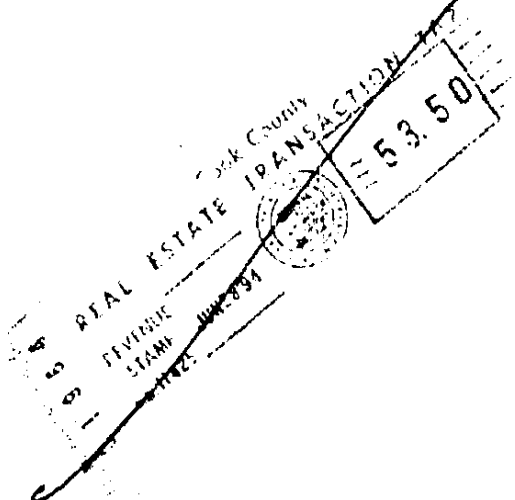
P.I.N.: 09-20-202-040-1005

UNIT NO. 1E IN THACKER POINT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2 AND 3 IN MIDDLE SUBDIVISION IN DES PLAINES, A RESUBDIVISION OF LOTS 112 THOROUGH 115 IN TOWN OF RAND TOGETHER WITH THAT PART OF LOT 18 AND THAT PART OF THE VACATED ALLEY CONTIGUOUS TO BOTH LOT 1 AND LOT 18 IN SAID MIDDLE SUBDIVISION IN DES PLAINES AND THAT PART OF LOT 111 IN TOWN OF RAND WHICH LIES SOUTH OF A LINE 150.00 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF LOTS 1 THROUGH 17, IN SAID MIDDLE SUBDIVISION IN DES PLAINES, ALL IN SECTIONS 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 2 AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25175387, IN COOK COUNTY, ILLINOIS.

94564833

THIS INSTRUMENT PREPARED BY:

ROBERT M. WIGODA  
111 E WACKER DRIVE 28th FLOOR  
CHICAGO, IL 60601



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Property of Cook County Clerk's Office

**A.N.T.**