

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

This instrument was prepared by:

George J. Economos, Attorney at Law  
111 E. Wacker Drive - 28th Floor  
Chicago, Illinois 60601

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(The above space for Recorder's use only)

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55-15-54

THIS INDENTURE WITNESSETH, That the Grantors, **ERNEST A. STEFANON and JANE C. STEFANON**, husband and wife, of the County of **Dade** and State of **Florida** for and in consideration of **Ten and No/100ths** dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto the **BEVERLY TRUST COMPANY**, an Illinois corporation, as Trustee under the provisions of a Trust Agreement dated the **28th** day of **September**, 19 **93**, known as Trust Number **74-2250**, the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

SEE ATTACHED LEGAL DESCRIPTION.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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Permanent Tax Number: 28-09-101-046-1004

TO HAVE AND TO HOLD the said premises 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, lease, convey and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as herein 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 premises 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, to pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leaves to commence in present or 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 99 years, and to renew or extend lease 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 in contract respecting the manner of fixing the amount of present or future rentals, to partition, to exchange said property, 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 a lease or easement appurtenant to said premises or any part thereof, and to deal with said property 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 in relation to said premises, or in whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged in respect to the application of any purchase money, rent, or money borrowed, or advanced on said premises, 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 in relation to said premises shall be conclusive, evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trustee acted in good faith and in accordance with the terms, conditions and limitations contained in this indenture and in said trust agreement and 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 some amendment thereof and binding upon all beneficiaries hereunder, (c) that said trustee 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 seized with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust

The interest of each and every beneficiary hereunder 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 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

If the title to any of the above lands 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 grantors hereby expressly waive, release and release 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 grantors Ernest A. Stefanon and Jane C. Stefanon aforesaid have hereunto set their hands and seals this 8th day of July, 1994

State of Florida ss. MARTHA SALTER a Notary Public in and for said County, in County of Dade the state aforesaid, do hereby certify that ERNEST A. STEFANON and JANE C. STEFANON, husband and wife,

personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have 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.

OFFICIAL NOTARY SEAL  
MARTHA SALTER  
COMMISSION NUMBER  
00328348  
MY COMMISSION EXPIRES  
DEC. 28, 1997

8th day of July, 1994  
Martha Salter  
Notary Public

COOK CO. NO. 018  
229121  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
85.00  
TAXES AND REVENUE STAMPS THIS SPACE FOR AFFIXING SLIPS AND CHECKS

Beverly Trust Company - Box 90  
TRUST AND INVESTMENT SERVICES  
4380 Lincoln Hwy. • Matteson, IL 60443

14431 S. Lamont  
Midlothian, Illinois 60445

For information only insert street address of above described property.

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## LEGAL DESCRIPTION

Unit 2 in Woodview Condominiums as delineated on a survey of the following described parcel of real estate:

Lot 1 in Kubicich Subdivision of the West 158 feet of Lot 4 in the Subdivision of the North  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 9, Township 36 North, Range 13 East of the Third Principal Meridian, (excepting therefrom the South 33 feet thereof dedicated for street) all in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium recorded August 13, 1990, as Document 90393270, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Subject to: general taxes not due and payable at the time hereof; building lines and building laws and ordinances; zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is a nonconforming use; visible public and private roads and highways; easements for public utilities which do not underlie the improvements on the property; other covenants and restrictions of record which are not violated by the existing improvements upon the property; the terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments, if any; any easements established by or implied from said Declaration or amendments; party wall rights and agreements, if any; limitations and conditions imposed by the Condominium Property Act.

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