

UNOFFICIAL COPY

DEED IN TRUST

94204937

COMMERCIAL NATIONAL BANK

THIS INDENTURE WITNESSETH, That the Grantor **RALPH S. RUSSOTTO & JANET M. RUSSOTTO**

(HUSBAND & WIFE) of the County of **COOK** and State of **ILLINOIS** for and in consideration of **TEN AND NO/100** dollars,

and other good and valuable considerations in hand paid, Convey **S** and **WARRANT S** unto **COMMERCIAL NATIONAL BANK of HERWYN, Berwyn, Illinois**, a national banking association, its successor or successors, as Trustee under a trust agreement dated the **27TH** day of **DECEMBER** 19**85**, known as Trust Number **850785**, the following described real estate in the County of **COOK** and State of Illinois, to-wit:

PARCEL 1: UNIT 308-E AND P-97-E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN WILSHIRE EAST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 86360154, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDING \$23.50
T40011 TRAM 0435 03/04/94 14:33:00

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 22779633, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

SUBJECT TO THE GENERAL REAL ESTATE TAXES FOR THE YEARS 1993 & 1994 & SUBSEQUENT YEARS AND TO THE RESTRICTIONS, CONDITIONS, COVENANTS & EASEMENTS OF RECORD.
(Permanent Index No. **18-20-100-074-1037 VOL. NO. 082**)
18-20-100-074-1201 VOL. NO. 082

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said trustee with respect to the real estate or any part or part of it and of any time or times to hold title and deeds to said real estate, to execute public, private, highways or utility and to execute any subdivision or partition of the real estate, or to execute grants of options to purchase, to execute contracts to sell on any terms, to convey either with or without consideration, in trust or otherwise, 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 the trustee, to devote in discharge of his or her duty, or otherwise encumber the real estate, or any part thereof, in any manner or for any period or periods of time, not exceeding 99 years, and to execute leases or assignments of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter, to execute contracts to make loans and to execute mortgages and notes and to give and accept to give the whole or any part of the real estate and to execute contracts respecting the manner of fitting the windows or part or parts of the real estate for partition or exchange in fee simple real or personal property, to execute grants of easements or charges of any kind, to release, convey or assign any right, title or interest in or about or concerning the real estate or any part thereof, and to deal with the title to 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 title to the real estate to deal with, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or in which the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or permitted to inquire into any of the terms of the trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusively deemed to be a full force and effect, and every person relying upon or claiming under any such conveyance, lease or other instrument, shall be conclusively deemed to be a full force and effect, and the trustee shall not be liable for any such conveyance or other instrument as is executed in accordance with the trust, conditions and limitations contained herein and in the trust agreement, or in any instrument or deed and having upon all beneficiaries, (1) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (2) if the conveyance or deed 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 the trust.

This conveyance is made upon the express understanding and condition that neither **COMMERCIAL NATIONAL BANK of HERWYN**, individually or as Trustee, nor the Trustee or successors in trust shall incur any personal liability or be subjected to any claim, judgment of decree or anything of that kind by or through any agent or attorney (2) do anything to do to or about the said real estate or to the provisions of this trust or said Trust Agreement or any instrument or deed, or for the duty to perform or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or responsibility 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 beneficiary under said Trust Agreement, or by 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 whatsoever and whatever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the principal, income, earnings and the profits and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, profits and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Register of Titles is hereby directed not to register or issue 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 each case made applicable.

And the said grantor **S** hereby expressly cove and release any and all right or benefit under and by virtue of any will or other instrument of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise in Wisconsin whereof, the grantor **S** advised by **VE** deriving in **THEIR** **S** **S**

this 14th day of FEBRUARY 1994

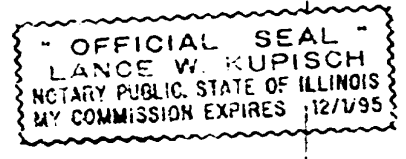
Ralph S. Russotto (SEAL) *Janet M. Russotto* (SEAL)

RALPH S. RUSSOTTO **JANET M. RUSSOTTO**

(SEAL) (SEAL)

State of **ILLINOIS**
County of **COOK**

I, **LANCE W. KUPISCH**, a Notary Public in and for said County, in the state aforesaid, do hereby certify that **RALPH S. RUSSOTTO & JANET M. RUSSOTTO (HUSBAND & 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** 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 14th day of FEBRUARY 1994

Lance W. Kupisch
Notary Public

THIS DOCUMENT PREPARED BY:
KUPISCH & HUNT, LTD., 201 N. CHURCH RD. BRNSVILLE, IL. 60106

For information only insert street address of above described property. **23.50**

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PROPERTY

Property of Cook County Clerk's Office



94204937

Mail to:
Mr & Mrs Sheehan
125 Acacia Ave #308
Indian Head Park, Ill. 60525

[Handwritten mark]