

# UNOFFICIAL COPY

First Oak Brook Bancshares

## WARRANTY DEED IN TRUST

After recording, mail to:

Diane F. Carroll, Esq.  
552 S. Washington #219  
Naperville, IL 60540

95700246

Mail tax bills to:

James [unclear]  
P.O. Box 634  
Hillside, IL 60162



The above space for recorder's use only

THIS INDENTURE, WITNESSETH, THAT the Grantor, Marilyn H. Addante and James W. Lofgren, the Heirs and Devisees of Sonia B. Ross, a widow, deceased of the County of Cook and State of Illinois, for and in consideration of the sum of Thirty Seven Thousand & No/100 Dollars (\$ 37,000.00 ), 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 11th day of July, 1994, and known as Trust Number 2697, real estate in the County of Cook and State of Illinois, commonly known as

(see page 3 for legal description and P.I.N.)  
and 4

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 any 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 praesenti or in futuro, 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 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, 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, including the power to release, convey or assign to another trustee conferring upon said trustee all of the power and authority herein conferred upon 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 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,

Warranty Deed in Trust Dated September 28, 1995 to Oak Brook Bank T/U/T 2697

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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 country) 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 OAK BROOK BANK individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement, 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 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 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 as interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said OAK BROOK BANK 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 the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waive 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 or execution or otherwise. GRANTORS STATE THAT THIS IS NOT HOMESTEAD PROPERTY AND THEY ARE THE SOLE HEIRS OF SONIA B. ROSS, DECEASED.

In Witness Whereof, the grantor s aforesaid have hereunto set their hand s and seal s this 28 day of September, 19 95.

Marilyn H. Addante [SEAL] James W. Lofgren [SEAL]  
 ..... Marilyn H. Addante ..... James W. Lofgren

State of Illinois } I, Angela Imbierowicz a Notary Public in and for said County,  
 County of DuPage } SS. in the state aforesaid, do hereby certify that Marilyn H. Addante &  
James W. Lofgren, the Heirs & Devises of Sonia B. Ross, a widow, deceased  
 personally known to me to be the same persons s whose name s are they 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 2nd day of October, 19 95.

Angela Imbierowicz  
 Notary Public



Warranty Deed in Trust Dated 9-28-95 to Oak Brook Bank T/U/T

95-02246

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Street Address: 605 N. Wolf Road, Unit 8-B, Hillside, IL 60162

Legal Description: see page 4 for legal

Property of Cook County Clerk's Office

10/17/95  
TB

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P.I.N. Number: 15-08-315-025-1020 Vol. 158

Subject to: General real estate taxes for 1994, 1995 and subsequent years; covenants, conditions, easements and restrictions of record, the Condominium Property Act of Illinois; Right of the State of Illinois, the municipality and the public in and to that part of the subject property which may fall in the streets and highways; terms, provisions, covenants, conditions and options in rights and easements established by the Declaration of Condominium Ownership recorded as Document LR 3131705 and as amended from time to time.

Warranty Deed in Trust Dated 9-28-95 to Oak Brook Bank T/U/T 2697

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OAK BROOK BANK  
1400 Sixteenth Street  
Oak Brook, IL 60521

Member F.D.I.C.

(708) 571-1050

THIS INSTRUMENT PREPARED BY:

Angela Imbierowicz

15 N. Lincoln

Hinsdale, IL 60521

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## Legal Description:

Unit No. B-8 in Hillside Condominium as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

That part of the West half of fractional Section 8, North of the Indian Boundary Line, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: Commencing at the point of intersection of the Indian Boundary Line and the West line of said fractional Section 8 and running thence Northeasterly along said Indian Boundary Line 224.31 feet; thence Northerly along a line that forms an angle of 45 degrees 00 minutes with the prolongation of the last described course 28.28 feet for a place of beginning; thence continuing Northerly along the last described course 32.36 feet; thence Westerly at right angles with the last described course 22.0 feet; thence North at right angles with the last described course 26.0 feet; thence Easterly at right angles with the last described course 78.0 feet; thence Northeasterly along a line parallel with the Indian Boundary Line 16.97 feet; thence Northerly along a line that forms an angle of 45 degrees 00 minutes with the prolongation of the last described course 23.83 feet; thence Westerly at right angles with the last described course 34.6 feet; thence Northerly at right angles with the last described course 13.16 feet; thence Westerly at right angles with the last described course 35.0 feet; thence Northerly at right angles with the last described course 107.0 feet; thence Westerly at right angles with the last described course 34.0 feet; thence Northerly at right angles with the last described course 12.0 feet; thence Westerly at right angles with the last described course 49.65 feet to the Easterly line of Wolf Road; thence Southerly along the Easterly line of Wolf Road 317.12 feet to a point in a line that is parallel with and 20.0 feet Northwesterly of, as measured at right angles thereto, the Indian Boundary Line; thence Northeasterly along said parallel line 82.37 feet to the place of beginning.

Said survey is attached as Exhibit "A" to that certain Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Hillside Condominium made by Michael P. Giambrone and filed in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 3131705; together with an undivided 4.166% interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined as set forth in said Declaration and Survey).

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