

# UNOFFICIAL COPY

## WARRANTY DEED IN TRUST THIS INSTRUMENT PREPARED BY:

96873744

DEPT-01 RECORDING \$27.50  
T#0011 TRAN 4373 11/15/96 13:28:00  
#1179 + KP #-96-873744  
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That the Grantor,

RONALD KOZIL and IRENE R. KOZIL, his wife

The above space for recorders use only

2750

of the County of LAKE and State of ILLINOIS for and in consideration of Ten Dollars and No/100, and other good and valuable considerations in hand paid, Conveys and Warrants unto the PIONEER BANK & TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 1st day of November, 19 96, known as Trust Number 26248, the following described real estate in the County of COOK and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

VILLAGE OF MORTON GROVE REAL ESTATE TRANSFER STAMP  
NO. 883744 AMOUNT \$ 282.00 DATE 11-12-96  
ADDRESS 8030  
BY [Signature]

2008645  
MERCURY TITLE COMPANY, L.L.C. - N  
[Signature]

Grantee's Address: 4000 West North Avenue, Chicago, Illinois 60639

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, manage, protect 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 subdivide said property 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 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, 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 leases to commence in praesenti or 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 198 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 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 or about 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.

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In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see 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 real estate 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (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 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 conditions that neither Pioneer Bank & Trust Company, 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 provision 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 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 grantor S 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 on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set  
their hand S and seal S this 14<sup>th</sup> day of November

1996.



(Seal)

RONALD KOZIL

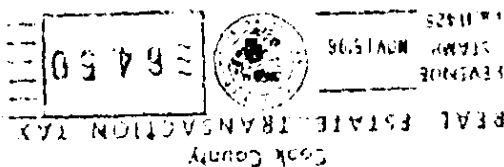
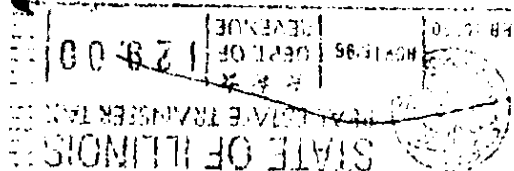


(Seal)

IRENE KOZIL

(Seal)

(Seal)



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STATE OF ILLINOIS

I, the undersigned

COUNTY OF COOK

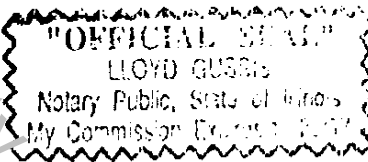
} SS.

a Notary Public in and for said County, in the state aforesaid, do hereby certify that Ronald Kozil and Irene R.

Kozil, his wife

personally known to me to be the same person S whose name S Gre 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 14<sup>th</sup> day of November 1996.



Notary Public

Pioneer Bank & Trust Company



MAIL TO:  
ALICE KOLNICK  
4760 West Devon Avenue  
Lincolnwood, Illinois 60646

Unit 301, 8630 Ferris  
Morton Grove, Illinois 60053

For information only insert street address of the above described property.

PTN: 10-20-101-018-0000

Mail subsequent Real Estate Tax Bills to:

Ruth Goebel  
Name

Unit 301, 8630 Ferris  
Address

Morton Grove, Illinois 60053  
City/State/Zip

11/14/96

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## PARCEL 1:

Unit 301 in 8630 Ferris Avenue Condominiums, as delineated on the survey of the following described real estate:

The South 67.58 feet of the North 210 feet and the East 135.30 feet (except the North 210 feet thereof) of Block 4 in Ahrenfeld's Addition to Morton Grove, a Subdivision of Lot 41 of County Clerk's Addition in the Northwest 1/4 of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, (except that part thereof lying Westerly of a line commencing on the North line of the above described property at a point 27.23 feet Easterly of the West line of the Northwest 1/4 of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian; thence Southerly parallel to said West line of the said Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, a distance of 67.58 feet to a point 27.23 feet Easterly of the line of the Northwest 1/4 of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian), all in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 95412460 together with an undivided percentage interest in the Common Elements, in Cook County, Illinois.

## PARCEL 2:

The exclusive right to the use of Parking Space <sup>34</sup>, and the exclusive right to use Storage Locker 301, a Limited Common Element, as delineated on the Survey attached to the Declaration aforesaid recorded as Document No. 95412460.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

The Tenant of the Unit either waived or failed to exercise the right of first refusal to purchase the Unit or had no right of first refusal to purchase the Unit.

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