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TRUSTEE'S DEED IN TRUST (Illinois)

#### Mail to:

Ronald Senechale, Esq 733 Lee Street, Suite 100 Des Plaines, IL 60016

### Name & Address of Taxpaver:

Lillian B. Dombrowski 700 Graceland, Unit 708 Des Plaines, 12 60016

THE GRANTORS, ROY GLENN SHERWAN, as Trustee under the provisions of a Trust Agreement dated the 21" day of February, 1990, and known as the ROY GLENN SHERWAN TRUST and CAROL LEE SPERWAN, as Trustee under the provisions of a Trust Agreement dated the 21" day of February, 1990, and known as the CAROL LEE SHERWAN TRUST, for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, and in pursuance of the power and authority vested in the Grantors as said Trustees and of every other power and authority, the Grantors do hereby CONVEY and WARRANT to LILLIAN B. DOMBROWSHI, as Trustee under the provisions of the DOMBROWSKI FAMILY REVOCABLE LIVING TRUST DATED NOVEMBER 18, 1994, (hereinafter referred to as "said trustee", regardle s of the number of trustees) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit

See Legal Description Attached Hereto

Subject to:

Covenants, conditions and restrictions of record and general real

estate taxes for 1997 and subsequent years.

Permanent Index No.: 09-17-423-029-1048

700 Graceland, Unit 708, Des Plaines, Illinois Address of Property:

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide 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 hereof; 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 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 and or personal property; to grant easements or charges of any kind; to release, convey or assign any light, 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.

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, lease 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 of 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 that of 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 (c) 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.

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.

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And the said grantor 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 grantors aforesaid has hereunder set their hands and seals this 22<sup>nd</sup> day of September, 1997.

Roy Glenn Sherwan

As Trustee Aforesaid

Carol Lee Sherwan As Trustee Aforesaid

STATE OF ILLINGUS

22 (

COUNTY OF COOK

I, the undersigned, a Notzey Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT <u>ROY GLENN SHERWAN and CAROL LEE SHERWAN</u>, is personally known to me to be the saire persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and yoluntary act, as such Trustees, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22<sup>nd</sup> of September, 1997.

DRAWE DE STORE DE LA Public

This document prepared by:

Dowd, Dowd & Mertes, Ltd. 701 Lee Street, Suite 790 Des Plaines, IL 60016





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#### LEGAL DESCRIPTION

<u>Parcel 1</u>: Unit No. 708 in 700 Graceland Condominium, as delineated on a survey of the following described real estate:

Lots 2 and 3 in Block 7 in Parsons and Lee's Addition to Des Plaines, being a Subdivision of parts of Sections 17 and 20, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by First National Bank of Des Plaines, a national banking association, as Trustee under Trust Agreement dated September 9, 1985 and known as Trust No. 16451645, recorded September 17, 1986 as Document Number 86421126, together with the undivided percentage interest appurtenant to said unit in the property recorded in said Declaration of Condominium aforesaid (excepting therefrom the other space and units as defined and set forth in said Declaration and Survey).

Parcel 2: The exclusive right of use of limited common elements known as Garage P18 and Storage Space S708.

Permanent Index No.:

09-17-42?-029-1048

Address of Property:

700 Graceland, Unit 708, Des Plaines, Illinois

A COOK COUNTY CLOTH'S OFFICE