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1998-05-14 10:38:46
Cook County Recorder 23.00

FIRST STAR

UNOFFICIAL COPY

Deed

In Trust

7722940 / 98046402 K

THIS INDENTURE WITNESSETH that
Grantor, s KHALIL BARBARI AND
MARY BARBARI HIS WIFE

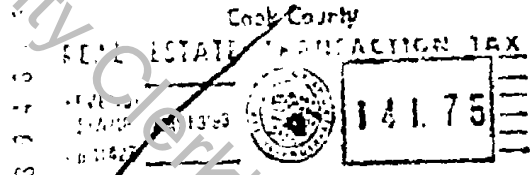
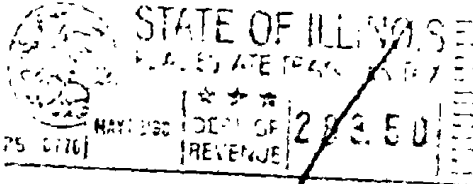
of the County of COOK and
State of Illinois, for and in consideration in
hand paid, and of other good and valuable
considerations, receipt of which is hereby
duly acknowledged. Convey and
Warrant unto **FIRSTAR BANK**

ILLINOIS, an Illinois Banking Corporation, Oak Park, Illinois, its successor or successors, as Trustees under the provisions of a certain
Trust Agreement, dated the 17th day of April 19 98, and known as
Trust Number 7092. Grantee, the following described real estate situated in Cook County,
Illinois, to wit:

THE NORTH 40 FEET OF THE EAST 125 FEET OF LOT 1 IN KISTENBROKER AND
HAASE'S SUBDIVISION OF BLOCK 16 OF DUNLOP'S ADDITION TO OAK PARK IN
SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 15-13-308-022-1000

PROPERTY ADDRESS: 7720 Harvard, Forest Park, IL. 60130



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 on execution or otherwise.

In Witness Whereof, the grantor s 5 aforesaid have hereunto set their hand and seal this 12th
day of May 19 98.

Khalil P. Barbari (SEAL)

Mary K. Barbari (SEAL)

_____ (SEAL)

_____ (SEAL)

THIS INSTRUMENT PREPARED BY: AERAM ZAWAYED
5435 DIVERSEY, CHICAGO IL 60637

BOX 333-CT1

SUBJECT TO:

UNOFFICIAL COPY

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter 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 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 considerations to convey said real estate or any part thereof to a successors in trust and to grant to such successor or successors in trust all the title of 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, 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 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 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, 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 to 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 applications 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, 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, whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

This conveyance is made upon the express understanding and condition that neither Firststar Bank Illinois, 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 an interest 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 an interest in the earnings avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Firststar Bank Illinois the entire legal and equitable title in fee simple, in and to all of the real estate above described.

COUNTY OF _____)

STATE OF ILLINOIS)
WIFE

) SS I, the undersigned, a Notary Public in and for said county, in the State of Illinois, do hereby certify that KAREN BARBARA & MARY BARBARA 1913

personally known to me to be the same person whose name KAREN BARBARA subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that MARY BARBARA signed, sealed and delivered the said instrument as WIFE 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 12th day of July 1991.

[Signature]
NOTARY PUBLIC

MAIL TO:

FIRSTSTAR BANK ILLINOIS
104 N. Oak Park Avenue
Oak Park, Illinois 60301

ADDRESS OF PROPERTY

TAXES TO BE MAILED TO: