

QUIT CLAIM DEED IN TRUST

UNOFFICIAL COPY

3530486

Executed in Duplicate

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Dimitrios Papadakis divorced and not since remarried

of the County of Cook and state of Illinois, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Quit Claim S unto COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 14th day of April 1986, and known as Trust Number 2296, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot Seventeen (17) in David J. Cahill's Fourth Addition to Chicago being a Subdivision of part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 14, Township 40 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Title of Cook County, Illinois on May 27, 1977, as Document Number 2940733.

SUBJECT TO General taxes for the year 1985 and subsequent years.

Real Estate Tax # 12-14-112-022-0000

TO HAVE AND TO HOLD the said real estate with the appurtenances to the trust, and for the uses and purposes herein and to 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 locate any subdivision or part thereof, and to subdivide said real estate or any part thereof, 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 persons 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 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 lease to commence in present or future, 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 rights of any kind, to release, convey or assign any right, title or interest in or about or in connection with 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 may 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, be trusted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to inquire into 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, 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 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 County) relying upon or claiming under any such conveyance, lease or other instrument, insofar as 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 trust, conditions and limitations contained in the indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries, and 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 said Trustee or his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Columbia National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall owe any personal liability or be subjected to any claim, judgment or decree for anything it or they or it or they, agents or attorneys may do or permit 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 liabilities 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 persons claiming under them or any of them shall be only in the earnings, profits 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 at such, but only an interest in the earnings, profits and proceeds thereof as aforesaid, the interest not being to vest in said Columbia National Bank of Chicago 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 public records 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, 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 or dealing the registered lands is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives S and release S any and all right or benefit under said 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, aforsaid hB hereunto set his hand and seal this 14th day of April 1986.

DIMITRIOS PAPA DAKIS (SEAL) (SEAL) (SEAL) (SEAL)

State of Illinois } ss. Luella R. Reger a Notary Public in and for said County, in County of Cook divorced and not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he and delivered the said instrument as his 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 day of April 1986.

LOCK BOX #54

NOTARY PUBLIC STATE OF ILLINOIS BY COMMISSION EXP. JUN 3, 1988 ISSUED THRU ILL. NOTARY ASSOC.

Return to: Columbia National Bank of Chicago 8250 N. Harlem Avenue Chicago, IL 60636 ATTN: Trust Dept.

4715 N. Chester, Chicago The information only insert street address of above described property

Prepared by: Constantine N. Kanglew, Ltd. 69 W. Washington Street, Suite 1220 Chicago, Illinois 60602

70-50-288-5

Property of C...

Example: Enter 200 units of C... The Ordinance Paragraph... 4/14/86 Date

Example: Enter 7 units of 14 1/2... 4/14/86 Date

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UNOFFICIAL COPY

1316765
DIN

3530486

(A)

REGISTRAR V. OF TITLES
Jul 11 3 28 PM '86
Age of Grantor _____
Address _____

Husband _____
Wife _____
Submitted by _____
3530486

Address _____
Deed No. _____
Remainder to _____

Sig. Card _____
Witness _____

CHICAGO TITLE INS.
70-50-288

Property of Cook County Clerk's Office

3240 200