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Cook County Recorder

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I, THE UNDERSIGNED HEREBY CERTILY INAT THE ATTACHED WARRANTY DEED MADE BYBENNY F, MARSHALL AND GWENDOLYN L. MARSHALL, TRUSTEES UNDER THE BENNY F. MARSHALL AND GWENDOLYN L. MARSHALL DECELARATION OF TRUST DATED 9/28/99 TO CORUS BANK AS TRUSTEE UNDER TRUST NUMBER 4410 IS A TRUE AND CORRECT/COPY OF THE ORIGINAL INSTRUMENT DATED AUGUST 15, 2000.

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN THE STATE AFORESAID, CERTIFIES THAT PATRICE M. CONNOLLY RESPECTIVELY APPEARED BEFORE ME TH'S DATE IN PERSON AND ACKNOWLEDGED THAT HE/SHE DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND YOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 8TH DAY OF FEBRUARY 2001.

NOTARY PUBLIC

PATRICK KENNAD!
PATRICK KENNAD!
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/06/2002
MY COMMISSION EXPIRES 8/06/2002

BOX 333-CTI

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## **UNOFFICIAL COPY**

#### WARRANTY DEED

GRANTOR, THE BENNY MARSHALL and GWENDOLYN, L. MARSHALL, trustees under the Benny F. Marshall and Gwendolyn L. Marshall declaration of Trust dated September 28, 1999, of the city of Chicago, County of Cook, for and in consideration of ten dollars (\$10.00) other and valuable consideration in hand paid, conveys and warrants to

CORUS BANK N.A, a national banking association, as Trustee under a trust agreement dated August 8, 2000 and known as Frux No. 4410, 2410 N. Halsted Street, Chicago, IL 60614

the following described Real Es'ato situated in the County of Cook, in the State of Illinois:

LOT 19 IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 2 AND 3 AND THE WEST 33 FEET OF BLOCK 1 IN STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGL 1/4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### **SUBJECT TO:**

Covenants, conditions and restrictions of record; public and at ity easements; roads and highways, if any; party wall rights and agreements; roads and highways; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 1999 and subsequent years; and acts caused by or suffered through grantee;

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

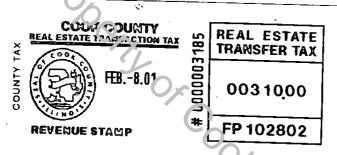
To have and to hold the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

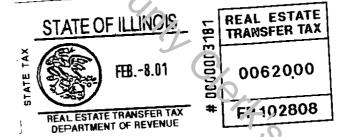
Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without 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 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

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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 be conveyed, contracted to be sold, leased or mortgaged by said Trustes, 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 term of this trust have been complied with, whe obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obligated 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 in said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of 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 the 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 ob'igations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the above named bank, individually or as Trustee, nor its successor or successors in trust ana'l incur any personal liability to be subjected to any claim, judgment 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, rareby 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 fund in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporation 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 earning, 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.