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TO-228586 11.400)

Lakeside Bank

## Warranty Deed in Trust

## This Indenture, Witnesseth, That the Grantor,

Russell F. Stoll and Maurine H. Stoll, as Trustees of the Russell F. Stoll and Maurine H. Stoll Living Trust dated January 24, 1994

(The Above Space For Recorder's Use Only)

of the County of \_\_\_\_\_\_Coo and State of \_\_\_\_\_Illinois

for and in

consideration of Ten and not of the (\$10.00) Dollars, and other

good and valuable consideration in hand paid, Convey/s and Warrant/s unto

LAKESIDE BANK, 55 W. Wacke, D. ve, Chicago, Illinois, a banking corporation organized and existing under the laws of the State of Illinois,

as Trustee under the provision of a trust agreement dated the

\_\_\_\_29th\_day of \_\_\_\_

January

дэх <u>2001</u>, known

as Trust Number 10-2250 the following described real

estate in the State of Illinois, to wit:

Lot 23 in Block 1 in Fullerton's 3rd Addition to Chicago, a Subdivision of that part of the Northeast 1/4 of Section 31 Township 40 North, Range 14 East of the Third Principal Meridian, lying North and East of the North Branch of the Chicago River according to the Plat thereof recorder in Book 16 of Plats, Page 80, in Cook County, Illinois.

Permanent Index

No:\_

14-31-201-021-0000

Common

Address:

2354 North Clybourn Avenue

Chicago, Illinois 60614

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the usus and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to and vested in 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 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 thereof, to lease said property, 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 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. Any such power and authority granted to the Trustee shall not be exhausted by the user

BOX 333-CTI

## UNOFFICIAL COPOX21765 Page 2 of 3.

thereof, but may be exercised by it from time to time and as often as occasion may arise with respect to all or any part of the trust property.

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 and said trust agreement 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 by a successor or successor 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, her, 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.

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 thereo, 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 said Trustee shall not be required to produce the trust agreement or a copy thereof or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the or e intent and meaning of the trust.

And the said grantor/s hereby expressly waive/s and release/s all rights under and by virtue of the homestead exemption laws of the State of Illinois.

In Witness Whereof, the grantor/s a	foresaid has/ve hereunto	se's hand/s and seal/s this	and day of
February 2001			····································
June 1 Sta	(SEAL)	Man a of Short	SEAL)
Russell F. Stell	(SEAL)	Maurine V. Stoll	(SEAL)
		<i>A</i> ,	
COUNTY OF )		0,1	
) SS		0	
STATE OF ILLINOIS )			XC.
I, the undersigned, a Notary Public in and	for said County in the Stat	te aforesaid do hereby certify the	
	F. Stoll and Maurin		"'-
personally known to me to be the same p			strument, appeared before me
this day in person and acknowledged that	nt he/she/they signed, seale	ed and delivered the said instrur	ment as his/her(their) free and
voluntary act, for the uses and purpos	ses therein set forth, incl	uding the release and waiver	of the right of homestead.
GIVEN under my hand and notarial	/	lety of February	, A. D. 190x 2001 .
•	$\overline{}$	12 minan	
"OFFICIAL SEAL"		V July July	
SEALM. GUZMAN		Notary Public	
Notary Public, State of Flinois My Commission Expires 11/08/01			
Booccocccccccccccc			
_		_	MAIL TO:
THIS DOCUMENT PREPARED BY:	Law Offices of Michael A.Perlstein		LAKESIDE BANK

TRUST DEPARTMENT 55 W. WACKER DRIVE

CHICAGO, ILLINOIS 60601

135 South LaSalle Street, Suite 3600 Chicago, Illinois 60603-4110

Mail Tax Bills To:

## UNOFFICIAL COPY 21765



