

RETURN TO 150X 33

COLE TAYLOR BANK

UNOFFICIAL COPY

0010521210

2001-06-14 12:34:38
Cook County Recorder 27.00



**TRUSTEE'S DEED
TRUST TO TRUST**

670 1335 Hand

THIS INDENTURE made this 6th day of April, 2001, between COLE TAYLOR BANK,* a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of deed or deeds in trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, dated the 2nd day of February, 1994, and known as Trust Number 10-4357 party of the first part, and Albany Bank and Trust Company N.A., Trustee under Trust Agreement dated 04/06/01, and known as Trust Number 11-5748, party of the second part.

Address of Grantee(s): 3100 W. Lawrence, Chicago, IL 60625

Witnesseth, that said party of the first part, in consideration of the sum of Ten (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby Convey and Quit Claim unto said party of the second part, the following de scribed real estate, situated in Cook County, Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Property Address: 3736 - 42 W. Berteau, Chicago, IL 60618

PIN: 13-14-313-034-0000

Together with the tenements and appurtenances thereunto belonging.

To Have and to Hold the same unto said parties of the second part, and to proper use, benefit and behoof forever of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This Deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

In Witness Whereof, said part of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its _____ Vice President and attested by its Sr. Trust Officer, the day and year first above written.

*Successor Trustee to
Corus Bank, F.K.A. Aetna
Bank, as Trustee and not
personally

COLE TAYLOR BANK,
As Trustee, as aforesaid,

By: _____
Vice President

Attest: _____
Trust Officer

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid do hereby Certify, That Kenneth E. Piekut, Vice President, and Mario V. Gotanco, Trust Officer, of Cole Taylor Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice President and Trust Officer respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said Bank, for uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that said Trust Officer as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth. Given under my hand and Notarial seal this 20th day of April, 2001.



Notary Public

This transaction is exempt under Section 4 _____ of the
Illinois Real Estate Transfer Tax Act.

Date 4/20/01

Buyer, Seller, or Representative

UNOFFICIAL COPY

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the 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 of 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 present or in 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 198 years, and to renew or extend leases upon any terms and for any period or periods to 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, contracts to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of 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 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, 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 of said County) relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture 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, 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 titles, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither the Grantee individually or as Trustee, nor its successor or successors in trust shall incur any personal liability, or be subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in or about 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 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 filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and 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 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 the Grantee the entire legal and equitable title in fees simple in and to all of the real estate 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 certificate title or duplicate thereof, or memorial, the words "in trust", or "upon condition," or "with limitations", or words of similar support in accordance with the statute in such case made and provided.

Prepared by: COLE TAYLOR BANK, SHERRI SMITH, 111 WEST WASHINGTON, SUITE 650, CHICAGO, IL 60602
MAIL TO: Albany Bank and Trust Company, N.A., 3400 W. Lawrence, Chicago, IL 60625

UNOFFICIAL COPY

LEGAL DESCRIPTION

Property Address: 3736 - 42 W. Berteau, Chicago, IL 60625
P.I.N. 13-14-313-034-0000

LOT 25 AND THE SOUTH 1/2 OF LOT 26 IN BLOCK 12 IN WALKER'S SUBDIVISION OF BLOCKS 1 TO 31 INCLUSIVE IN W.B. WALKER'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: MATTERS OF PUBLIC RECORD. TAXES FOR 2000 AND SUBSEQUENT YEARS; COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORDS; BUILDING LINES, IF ANY.

Property of Cook County Clerk's Office

City of Chicago
Dept. of Revenue
253264
06/14/2001 12:12 Batch 05381 11



7 Real Estate
Transfer Stamp
\$0.00

UNOFFICIAL COPY

K-52

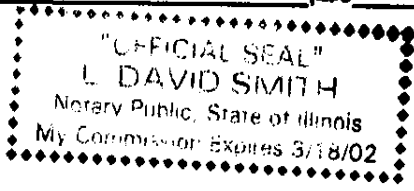
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in the land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: June 13, 19 2001 [Signature]
Signature

Subscribed to and sworn before me this 13 day of June, 19 2001

[Signature]
Notary Public

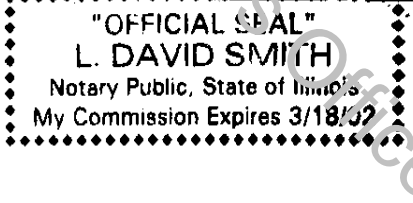


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to hold title to real estate under the laws of the State of Illinois.

Dated: June 13, 19 2001 [Signature]
Signature

Subscribed to and sworn before me this 13 day of June, 19 2001

[Signature]
Notary Public



NOTE: ANY PERSON WHO KNOWINGLY SUBMITS A FALSE STATEMENT CONCERNING THE INDEMNITY OF A GRANTEE SHALL BE GUILTY OF A CLASS C MISDEMEANOR FOR THE FIRST OFFENSE AND OF A CLASS A MISDEMEANOR FOR SUBSEQUENT OFFENSES.

(ATTACH TO DEED OR ABI TO BE RECORDED IN COOK COUNTY, ILLINOIS, IF EXEMPT UNDER PROVISIONS OF SECTION 4 OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT.)