

# Trustee's Deed

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2002-06-18 09:36:59  
Cook County Recorder 27.50



**Fifth Third Bank**  
Working Hard To Be The Only Bank You'll Ever Need.



**This Indenture**, Made this 25th day of April A.D. 2002, by and between

**FIFTH THIRD BANK  
AS SUCCESSOR TRUSTEE TO  
OLD KENT BANK, AS TRUSTEE**

GIT 4287066 MJS 7/9 MJS

a national banking association existing under and by virtue of the laws of the United States of America, as Trustee under a deed or deeds in trust given pursuant to the provisions of a trust agreement dated the 9th day of November A.D. 1990, and known as Trust No. 10110, party of

the first part, and LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST #128660  
dated 1-03-02

350 West North Avenue Addison, Illinois 60101

of Addison County of Cook and State of Illinois party of the second part, WITNESSETH:

That said party of the first part by virtue of the power and authority vested in it by said deed and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said part \_\_\_\_\_ of the second part, the following described real estate situated in Cook County and State of Illinois, to-wit:

Lot 2 in Block 8 in Kralovec and Kaspar's Subdivision of the East 1/4 of the North East 1/4 of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian (except South 44 Acres thereof) in Cook County, Illinois.

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN.

Property Address: 2304 South Kedzie Avenue Chicago, Illinois 60623

Permanent Tax Identification No(s): 16-26-215-024

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TO HAVE AND TO HOLD the same unto said part \_\_\_\_\_ of the second part, as aforesaid \_\_\_\_\_ heirs and assigns, forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned, and made subject to the lien of every trust deed or mortgage and every other lien against said premises (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Vice-President and Trust Officer attested by its Assistant Trust Officer the day and year first above written.

FIFTH THIRD BANK  
AS SUCCESSOR TRUSTEE TO  
OLD KENT BANK, AS TRUSTEE

ATTEST:

By [Signature]  
VICE PRESIDENT & TRUST OFFICER

[Signature]  
ASSISTANT TRUST OFFICER

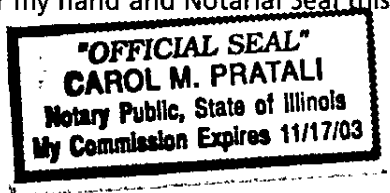
Exempt under provisions of paragraph e Section 4,  
Real Estate Transfer Act.

State of Illinois  
County of ~~Cook~~ DuPage

Date [Signature]  
Buyer, Seller or Representative

I, \_\_\_\_\_ the undersigned \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert C. Peiler Vice-President and Trust Officer of Fifth Third Bank, and Nancy Fudala Land Assistant Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer, and Assistant 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, and as the free and voluntary act of said Bank, for the purposes therein set forth;

GIVEN Under my hand and Notarial Seal this 25th day of April A.D. 2002 YEAR



[Signature]  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Impress seal here

Mail recorded instrument to:  
Kasalle Bank - Jim McGeal  
350 W. North Ave  
Addison IL 60101

Mail future tax bills to:  
Jorge Arteaga  
3100 S. Austin  
Cicero, IL 60804

This instrument was prepared by: JOHN W. PINDIAK FIFTH THIRD BANK  
640 Pasquinelli Drive  
Westmont, IL. 60559

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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 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 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 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 or 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 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 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 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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 certificate 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 and provided.

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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, 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, 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: 5-30-02

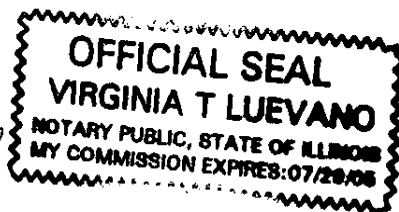
Signature: \_\_\_\_\_

Grantor or Agent

Subscribed and sworn to before  
me by the said \_\_\_\_\_

this 30 day of May, 2002.

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 do business or acquire title to real estate under the laws of the State of Illinois.

Dated: 5-30-02

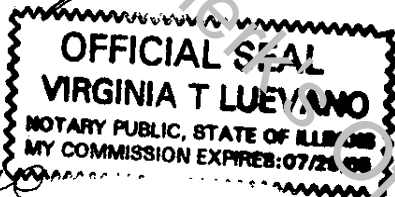
Signature: \_\_\_\_\_

Grantor or Agent

Subscribed and sworn to before  
me by the said \_\_\_\_\_

this 30 day of May, 2002.

Notary Public \_\_\_\_\_



NOTE: Any person who knowingly submits a false statement concerning the identity 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 the provisions of Section 4, of the Illinois Real Estate Transfer Tax Act.)

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