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Cook County Recorder

**Bridgeview Bank & Trust** 7940 South Harlem Avenue Bridgeview, Illinois 60455

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THIS INDENTURE, WITNESSETH, that the Grantors

BOYD W. NABER DOROTHY NABER

of the County of BOONE and State of Lin pis for and in consideration of Ten and no/100ths-Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto BRIDGEVIEW BANK AND TRUST, an Illinois Corporation, 7940 South Harlem Avenue, Bridgeview, Illinois 60455, as Trustee under the provisions of a Trust Agreement dated the 3rd day or MARCH, 2000x and known as Trust Number1-2831, the following described real estate in the County of COOK and State of Illinois, to-wit:

LOT 28 IN C.P. DOSE'S SUBDIVISION OF BLOCK 13 (EXCEPT THE NORTH 44 FEET THEREOF) IN KIMBELL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST, 1/4 OF SECTION 26, TOWNSHIP 45 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 25 ACRES IN THE NORTH-AST CORNER) IN COOK COUNTY, ILLINOIS. SUBJECT ONLY TO the following, if any: covenants, conditions and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general taxes for the year 1999 and subsequent years.

Permanent Real Estate Index Number(s): 13-26-320-026

Address(es) of Real Estate:

3720-22 W. ALTGELD, Chicago, IL 60647

THE TERMS AND CONDITIONS APPEARING ON PAGES 2 AND 3 OF THIS INSTRUMENT ARE MADE PART HEREOF.

And the said grantors . . . . hereby expressly waive . . . . and release . . . . any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

BOX 333-CTI

## **UNOFFICIAL COPY**

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		herein and in said Trust Agreement set for herein and in said Trust Agreement set for any part thereof, to dedicate parks, street resubdivide said real estate as often as destrust and to grant to such successor or such successor or such said real estate, or any part thereof, from the said real estate, or any part thereof, from the form of 198 years, and to renew or extend leases of modify leases and the terms and provisions of modify leases and the terms and provisions of modify leases and options to renew leases and provisions to lease and options to lease and the terms and provisions of modify leases and to renew or extend leases any right, title or interest in or about or ease any right, title or interest in or about or ease any right, title or interest in or about or ease any right, title or interest in or about or ease and easite and every part thereof in all other real estate and every part thereof in all other
	estate with the appurtenances, upon the trusts, and for the uses and purposes	
•	4	
	Notary Public	
	Siven under my hand and notarial seal this. The day of MARCH x19	"OFFICIAL SEAL"  "OFFICIAL SEAL"
	homestead.	<b>-</b> /
	therein set forth, including the release and the waiver of the right of	<b>10</b>
	instrument as his free and voluntary act, for the state and purposes	<i>-</i> / <i>-</i> /,
	subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said	.0
	is/are personally known to me to be the same persons whose name is/are	
7116	aforesaid, do hereby certify that BOYD W. NABER ALLE W	Se
	I, the undersigned, a Notary Public in and for said County, in the state	COUNTY OF
		SS (
		STATE OF ILLINOIS )
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	(host and ding, of inianis)	Maann A aroa
	DOROTHY NABLE	BOYD W NABER
	(Seal) Landty Rolles (Seal)	do ( () big.
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In Witness Whereof, the grantor(s) aforesaid have hereunto set her/his hand(s) and seal this | FIL day of MARCH, 2009

DEED IN TRUST

## **UNOFFICIAL COPY**

Page 3 of 3 Pages

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 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, 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) the 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 sssuccessors in trust have been properly appointed and are fully vested with all the title, es are, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Bridgeview Bank and Trust 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 mis 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 indebteuress incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the men 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 tunds 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 sueficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in exprings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bridgeview Bank and Trust 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 limitation", or words of similar import, in accordance with the statute in such case made and provided

This Instrument was prepared by: Bridgeview Bank & Trust 7940 South Harlem Avenue Bridgeview, Illinois 60455

MAILTO

STATE OF ILLINOIS TRANSFER STAMPS

Exempt under provisions of Paragraph e, Section 4, of the Real Estate Transfer Tax Act. Date:

Buyer, Seller or Representative

MIRKIL K. ASHER ! (57 N. Brockway MAINTAL DELINIS LOOLY

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