

INOFFICIAL CO



Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 06/16/2003 01:36 PM Pg: 1 of 2

NORTH STAR TRUST COMPANY TRUSTEE'S DEED TRUST TO TRUST

This Indenture, made this 31st day of March, 2003 between North Star Trust Company, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 14th day of December, 1972, and known as Trust No. 18417 party of the first part, and Midwest Bank and Trust Company under Trust Agreement dated December 4, 1989 and known as Trust No. 89-12-5893 party of the second part.

Address of Grantee: 2335 N. Westwood Ln., Palatine, IL 60067

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 described real estate, situated in Cook County, Illinois, to wit:

LOT FIVE (5) AND SIX (6) IN BLOCK THREE (3) IN VOLK BROS. CHICAGO HOME GARDENS, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS. +26 BR

P.I.N. 12-26-417-005-0000 and 12-26-417-006-0000

Together with the tenements and appurtenances thereunto belonging

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behalf forever said party of the second part.

The terms and conditions appearing on the revers as dry of this instrument are made a part hereof.

By:

Attest:

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in said Trustee by the trams 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 lient of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

In witness whereof, said party 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 Land Trust Officer, the day and year first above written.

> NORTH STAR TRUST COMPAN As Trustee, as aforesaid.

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State at resaid do hereby certify that the above named Vice President and Land Trust Officer, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Land Trust Officer respectively appeared before me this day in person and acknowledged that they signed and sealed and delivered the said instrument as their own free and voluntary act of said Company 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 Company did affix the said corporate seal of said Company for the uses and purposes therein set forth.

Land Trust Officer

Given under-my hand and notarial seal this 31st day of March, 2003.

Wotary Public

OFFICIAL SEAL CAROL CASTILLO

MOYARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:01/12/06

1274851

See Reverse

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 and 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 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 of 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 ton 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 changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate of 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 the spot 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 expedience 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 relying upon or claiming under any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any successor in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts conditio is and limitations contained in this indenture and in said Trust Agreement or in all 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 titles, estate, rights, powers, authorities, duties and obligations of its, his or their predece

The conveyance is made upon the express undersaliding and condition that neither the Grantee individually or as Trustee, nor its successor or successors in trust shall incur any persor all liability or be subjected to any claim, judgment or decree for anything it Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation of indebtedness incurred or entered into by the Trustee in attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of any indebtedness except only so far as the trust property and funds in actual possession of the Trustee shall be applicable for the payment 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 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 Title in 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.

