



Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 07/10/2003 11:39 AM Pg: 1 of 3

CTI SA 5280031 E. Guernsey 1071 ADD

**Trustee's Deed  
In Trust**

This indenture made this 12h day of June, 2003, between Fifth Third Bank, as successor to, First National Bank of Evergreen Park, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 16th day of February, 1993, and known as Trust # 12949, party of the first part, and Chicago Trust Company as Trustee Under Trust Agreement #1095997, dated May 3, 1997, parties of the second part.

Address of Grantee(s): 171 N. Clark, Chicago, Il. 60601

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:

**LOTS 2 AND 3 IN BLOCK 10 IN CHATHAM FIELDS, BEING A SUBDIVISION OF NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

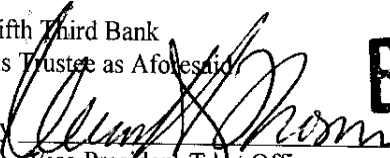
PROPERTY ADDRESS: 8004-8010 S. EBERHART, CHICAGO, IL.  
PIN #: 20-34-209-019-0000

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part. **TERMS AND CONDITIONS ATTACHED TO THIS INSTRUMENT ARE MADE A PART HEREOF.**

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. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county 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 its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President-Trust Officer and attested by its Assistant Trust Officer, the day and year first above written.

Fifth Third Bank  
As Trustee as Aforesaid

By   
Vice President-Trust Officer

**BOX 333-CTI**

Attest:

By   
Assistant Trust Officer

3

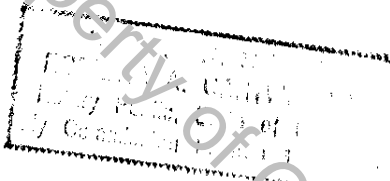
# UNOFFICIAL COPY

State of Illinois }  
                          } ss.  
County of Cook }

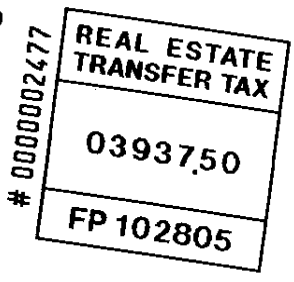
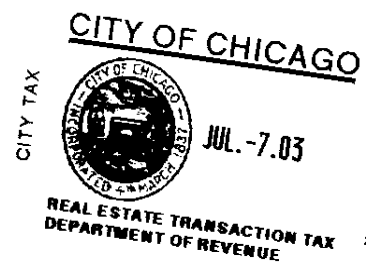
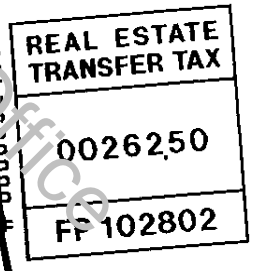
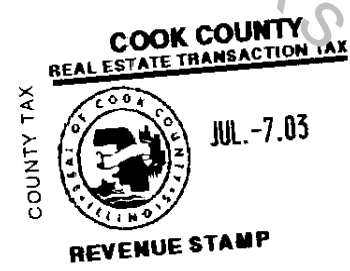
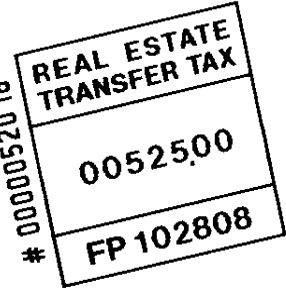
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that William H. Thomson, Vice President-Trust Officer and Nancy Rodighiero, Assistant Trust Officer, of said Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President-Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12<sup>th</sup> day of June, 2003.

*Maureen A. Cartwright*  
Notary Public



Property of COOK COUNTY



# UNOFFICIAL COPY

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

Full power and authority is hereby granted to 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 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 195 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.

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 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 trust, 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 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.

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, the intention hereof being to vest in said trustee, 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 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 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.

Prepared by: Fifth Third Bank

Mail Recorded Deed to:

Mail Property Taxes to:

Keith Davis 1525 E 53rd St, #516-11 Chicago 60615