

SPECIAL WARRANTY DEED

(Corporate to Individual)

(Mortgage)

CAUTION: Consult a lawyer for a full and complete understanding of this deed. All warranties, including merchantability and fitness, are excluded.

UNOFFICIAL COPY

04008356

AT

4175070

FEV

CIT

THIS INDENTURE, made this 28th day of November, 1994, between FORD CONSUMER FINANCE COMPANY, INC.

a corporation created and existing under and by virtue of the laws of the State of New York and duly authorized to transact business in the State of Illinois, party of the first part, and PIONEER BANK AND TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED 11/23/94 AND KNOWN AS TRUST NUMBER 25944

(NAME AND ADDRESS OF GRANTEE) party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN and no/100 Dollars and other good and valuable consideration

in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to heirs and assigns, FOREVER, all the following described land, situated in the County of Cook and State of Illinois known and described as follows, to wit:

The North 3/4 part of Lot 74 in Todd's Subdivision of the North 1/2 of the South 1/2 of the East 1/2 of the Northeast 1/4 of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

commonly known as: 1347 N. Parkside, Chicago, Illinois 60657

P.I.N. 16-05-223-004

See rider attached and made a part hereof

DEPT-01 RECORDING \$25.50  
T\$9999 TRAN 6347 12/01/94 1315A100  
#5899 # DW \*-04-008356  
COOK COUNTY RECORDER

04008356

Above Space For Recorder's Use Only

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Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, their heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

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 Sec. Vice President, and attested by its Assistant Secretary, the day and year first above written.

By [Signature] 25th  
President  
Attest: [Signature]  
Assistant Secretary

This instrument was prepared by KENNETH D. SLOMKA, 4239 W. 63rd Street, Chicago, IL  
(NAME AND ADDRESS)

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04008356

STATE OF TEXAS  
COUNTY OF DALLAS

**UNOFFICIAL COPY**

I, Angela C. Groves a notary public  
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that V. R. Silvey  
personally known to me to be the Sr. Vice President of the corporation, and L. M. Baxter  
personally known to me to be the Assistant Secretary of said corporation, and personally known to  
me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this  
day in person and severally acknowledged that as such Sr. Vice President and Assistant  
Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be  
affixed thereto, pursuant to authority, given by the Board of Directors of said corporation  
as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and  
purposes therein set forth.

GIVEN under my hand and official seal this 28th day of November, 1994.



Angela C. Groves  
Notary Public


Commission expires 3/16/98

04008356

120A

**SPECIAL WARRANTY DEED**  
Corporation to Individual

MAIL TO  
POWER BANK E TRUST  
4000 W NORTH AVE  
CHICAGO ILL 60639



ADDRESS OF PROPERTY:

ETO:

GEORGE E. COLE  
LEGAL FORMS

TO HAVE AND TO HOLD the said trust to wit: the appurtenances upon the trusts, and for the use and purposes herein and in said Trust Agreement set forth

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Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and 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 the present or in the 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 99 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 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 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 in 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 the trust property, or be obliged to see that the terms of the 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 trust property 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 the Grantee, neither 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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.

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

AFFIX "RIDERS" OR REVENUE STAMPS HERE

Cook County Clerk's Office

11-11-2010

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