



Doc#: 0418429185  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 07/02/2004 12:16 PM Pg: 1 of 2

TRUSTEES' DEED IN TRUST

After Recording Mail To:

Albany Bank & Trust Company N.A.  
3400 W. Lawrence Ave.  
Chicago, Illinois 60625  
or BOX 35

Name and Address of Taxpayer:

Albany Bank & Trust Company N.A.  
Land Trust No. 11-5971 dated May 11, 2004  
c/o Hunter Properties, Inc.  
2057 W. Addison  
Chicago, Illinois 60618

THIS INDENTURE WITNESSETH, That the Grantors, Shirley Zemel and Terralyn G. Fohrman, not individually, but as Co-Trustees of the Harry Zemel Marital Trust, of the County of Cook and State of Illinois for and in consideration of the sum of Ten and 00/100 dollars and other valuable considerations in hand paid, Convey and Quitclaim unto ALBANY BANK & TRUST COMPANY N.A., a National Banking Association, its successor or successors, as Trustee under the provisions of a Trust Agreement dated May 11, 2004 and known as Trust Number 11-5971 the following described real estate in County of Cook and State of Illinois, to wit:

THE NORTH 15 FEET OF LOT 21, AND ALSO LOTS 19, 20 AND 21 (EXCEPT THE EAST 60 FEET THEREOF AND ALSO EXCEPT THE SOUTH 25 FEET OF LOT 19 AFORESAID) IN BLOCK 13 IN COCHRAN'S 2<sup>ND</sup> ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 1320 FEET OF THE SOUTH 1913 FEET OF SAID SECTION AND THE RIGHT OF WAY OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD), IN COOK COUNTY, ILLINOIS.

PIN: 14-05-212-029-0000  
Address: 5943-5959 N. Broadway, Chicago, Illinois

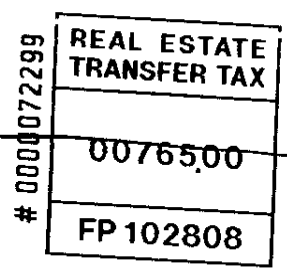
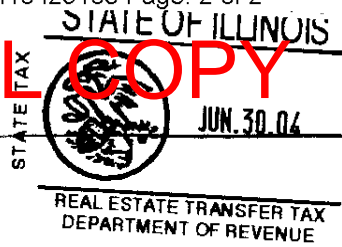
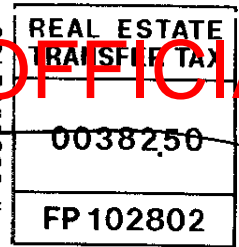
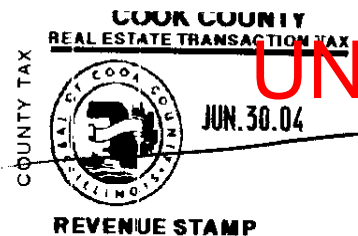
Subject to: covenants, conditions and restrictions of record; utility easements; existing leases and tenancies; and general real estate taxes not yet due and payable

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 reversions, 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 196 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 the 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 by 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.

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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 trusts, 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 interests 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. And the said grantor(s) hereby expressly waive(s) and release(s) 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.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in the Co-Trustees by the terms and provisions of the trust agreement establishing the Harry Zemel Marital Trust, and of every other power and authority of Grantors hereunto enabling.

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hands this 15<sup>th</sup> day of May, 2004.

HARRY ZEMEL MARITAL TRUST

By: Shirley Zemel  
Shirley Zemel, Co-Trustee

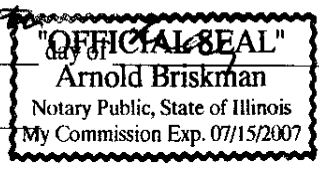
By: Terralyn G. Fohrman  
Terralyn G. Fohrman, Co-Trustee

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 Shirley Zemel and Terralyn G. Fohrman, not individually, but as the Co-Trustees of the Harry Zemel Marital Trust, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 15 day of May, 2004.  
Arnold Briskman  
Notary Public



Illinois Transfer Stamp – Exempt under provisions of paragraph section 4, Real Estate Transfer Act

Buyer, Seller, or Representative

Prepared by: Wolfe and Polovin, 180 North LaSalle St., Chicago, Illinois 60601