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COOK COUNTY, ILLINOIS
FILED FOR RECORD
WARANTY DEED IN TRUST

21 541 740

Richard R. Olsen
RECORDED DEEDS

JUL 12 '71 12 24 PM

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FORM 4555 BANA FORMS, INC.

THIS INDENTURE WITNESSETH, That the Grantors, **ROBERT L. BORKOWICZ AND MARTHA CAROLE BORKOWICZ, HIS WIFE** of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto **MIDWEST BANK AND TRUST COMPANY**, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of June 19 68, and known as Trust Number 68 06 196, the following described real estate in the County of Cook and State of Illinois, to-wit: **The North 55 Feet of the South 1100 Feet of the West 165 Feet (except the West 40 Feet thereof) of the West 1/2 of the West 1/2 of the South East 1/4 of Section 29, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.**

COOK CO. NO. 015
6 4 4 6



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
0-7-50

500

SUBJECT TO general real estate taxes for 1970 and subsequent years and all building lines, easements and other conditions and restrictions of record.

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and vacate any 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 futuro, and upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and conditions and provisions thereof at any time or times hereafter, to contract to lease 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 in any 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 rights, title or interest in or about or 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 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 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 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) 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 or predecessors in trust.

This conveyance is made upon the express understanding and condition that neither **MIDWEST BANK AND TRUST COMPANY**, 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 here or 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 attorneys-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 or 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 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 expressed in said Deed. **MIDWEST BANK AND TRUST COMPANY** 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 limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seal this 1st day of June 19 71

[SEAL] Robert L. Borkowicz [SEAL]
[SEAL] Martha Carole Borkowicz [SEAL]

State of Illinois ss. Betty Jean Pyle a Notary Public in and for said County, in County of Cook do hereby certify that **ROBERT L. BORKOWICZ AND MARTHA CAROLE BORKOWICZ, HIS WIFE** 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 1st day of June 19 71
Betty Jean Pyle
Notary Public

GRANTEES
ADDRESS: **MIDWEST BANK AND TRUST COMPANY**
1606 N. HARLEM
ELMWOOD PARK, ILLINOIS

For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamp

750

21 541 740

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AFFIDAVIT FOR PURPOSE OF PLAT ACT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

ROBERT L. BORNGEWICZ
being first duly sworn on oath deposes and says that:

1. Affiant resides at 3644 Ruby St
2. That he is (~~agent~~) (~~attorney~~) (one of) grantor (s) in a (~~deed~~) (lease) dated the 1st day of June 19 71, conveying the following described premises:

The North 55 Feet of the South 1100 Feet of the West 165 Feet (except the West 40 Feet thereof) of the West $\frac{1}{2}$ of the west $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 29, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation to Plats" approved March 31, 1874, as amended by reason that the instrument constitutes

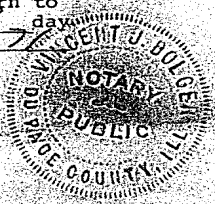
- (a) The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
- (b) The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
- (c) The sale or exchange of parcels of land between owners of adjoining and contiguous land;
- (d) The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
- (e) The conveyance of land owned by a railroad or other public utility which does not involve any new street or easements of access;
- (f) The conveyance of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- (g) Conveyances made to correct descriptions in prior conveyances.
- (h) The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.

Further the affiant sayeth not.

Robert L. Borngewicz

Subscribed and sworn to
before me this 8 day
of July 19 71

Notary Public



21 541 740