

59-97-151C
Henry

21 935 622

This Indenture Witnesseth, That the Grantor, _____

HENRY POPLAR & LUCILLE POPLAR, his wife

of the County of _____ 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 S

and Warrant S unto CENTRAL NATIONAL BANK IN CHICAGO, a corporation duly organized and existing as a

national banking association under the laws of the United States of America, and duly authorized to accept and execute

trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 17th

day of JUNE 1948, and known as Trust Number 1464

the following described real estate in the County of COOK

and State of Illinois, to-wit: That part of the Northwest 1/4 of the Northwest 1/4

lying West of the East 14.97 acres of said Northwest 1/4 of the

Northwest 1/4 (except therefrom the South 15 acres thereof) all in

Section 2 Township 42 North, Range 12 East of the Third Principal

Meridian, in Cook County, Illinois.

Subject to:

- A. Taxes for year 1972 and subsequent years;
- B. Condemnation proceedings pending filed in Circuit Court of Cook County, entitled The County of Cook vs. Henry J. Poplar, et al., as Case No. 71 L 11926, and rights of all parties related thereto.
- C. Objections of title appearing in Chicago Title and Trust Co.'s Commitment for Title Insurance #59-97-151 dated June 21, 1971.

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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 public streets, highways and to execute 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 case, 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 lease 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 option 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 estate 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 in trust.

This conveyance is made upon the express understanding and condition that neither Central National Bank in Chicago, 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 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 whatsoever 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 to vest in said Central National Bank in Chicago 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 notes 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.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seals S this 9th day of June 1972

Address of Grantee:
CENTRAL NATIONAL BANK IN CHICAGO
120 South La Salle Street
Chicago, Illinois 60603

HENRY POPLAR [SEAL]
LUCILLE POPLAR [SEAL]

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UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

SS.

I, Arthur G. Schubson

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

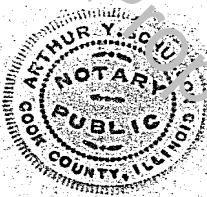
Henry J. Pagan and
Janet Pagan, his wife

personally known to me to be the same person S whose name S
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. galt

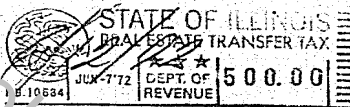
Given under my hand and Notarial Seal this 9th day of

June A. D. 19 72
Arthur G. Schubson
Notary Public

My commission expires _____



COOK COUNTY, ILLINOIS
JUN 12 1972



COOK COUNTY, ILLINOIS
FILED FOR RECORD

Arthur G. Schubson
RECORDED DEEDS

JUN 12 '72 2 59 PM

21935622

Name: CHICAGO TITLE AND TRUST COMPANY

Address: 11 WEST WASHINGTON

City: CHICAGO, ILLINOIS 60602

FORM 100
533 ATTN: M. Byrum

BOX 333

TRUST NO. _____

Deed in Trust

WARRANTY DEED

TO
CENTRAL NATIONAL BANK
IN CHICAGO
TRUSTEE

FORM 887-018 (REV. 4/70)

337757

AFFIDAVIT FOR PURPOSE OF PLAT ACT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Arthur J. Schubert
being first duly sworn on oath/deposes and says that:

1. Affiant resides at 40 E Cedar, Chicago.
2. That Arthur J. Schubert (agent) (~~officer~~) (one of) grantor (s) in a (deed) (~~lease~~) dated the 6th day of June, 1972 conveying the following described premises:
3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation of Plats" approved March 31, 1874, as amended, for the ~~reason~~ reason that:
 - a) The instrument effects a division of land into parts, each of which is five acres or more in size, and does not involve any new streets or easements of access.
 - b) The instrument aforesaid is a conveyance of an existing parcel or tract of land, the same having been acquired by the grantors (s) in the above mentioned (deed) (lease) by* deed, dated
 - c) The instrument makes a division of a lot or block in a recorded subdivision to-wit:

Further affiant sayeth not.

Arthur J. Schubert

Subscribed and sworn to before me this 12 day of June, 1972

Arthur J. Schubert
Notary Public

* Show how title was acquired by deed, inheritance or by Will. In case of by deed, show date and document number, and by inheritance or Will show date of the decedent, date of death and Probate Court file number, County and State where probated.

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