

UNOFFICIAL COPY

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This Indenture Witnesseth, That the Grantor, INDEPENDENCE BANK OF CHICAGO, AN ILLINOIS CORPORATION

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 Warrants unto NATIONAL BOULEVARD BANK OF CHICAGO, 400-410 North Michigan Avenue, Chicago, Illinois 60611, a National Banking Association, as Trustee under the provisions of a certain Trust Agreement, dated the 3rd day of June 1974, and known as Trust Number 5111 the following described real estate in the County of Cook State of Illinois, to-wit:

Lot 31, Part and Frank's Subdivision of the North Half of the South East Quarter of the North East Quarter of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian

JUN 25 63-17-054 C

STATE OF ILLINOIS RECEIPTS TRANSFER TAX JUN 25 1974 \$5.00 \$5.00 002009 10000077 126429 CO. NO. 016 F.B. 10684 (REVENUE) 06.00

5.00

SUBJECT TO 1973 real estate taxes and conditions 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 to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options of 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, lease 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, not exceeding in the case of any single demise the term of 99 years, and to renew or extend any period or periods of time, to amend, change or modify any 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 premises 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 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 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 and 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 National Boulevard Bank of Chicago individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any 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, for as the direction 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 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 National Boulevard Bank of 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 note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with restrictions," 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 the Statute of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

Whereof, the grantor aforesaid has hereunto set its hand and



of June 19 74 Independence Bank of Chicago [SEAL] By: [Signature] [SEAL] Cashier Office: [Signature] [SEAL]

Flour instrument prepared by HH Fisher 859 67 W. Washington, Chicago

22 762 464

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

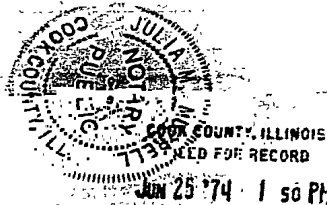
I, Julia M. Murrell, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

Alvin J. Boutte, personally known to me to be the President of the Independence Bank of Chicago, an Illinois Corporation, and

Bettye H. Vance, personally known to me to be the Secretary/Cashier of said corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such

Alvin J. Boutte, President and Bettye H. Vance, Secretary/Cashier, of said corporation, they signed and delivered the said Instrument of writing, and acknowledged that said Bettye H. Vance, Secretary/Cashier of said corporation to be the keeper of the seal of said corporation and caused the seal of said corporation to be affixed thereto, all as their free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 20th day of June, A.D. 1974



Julia M. Murrell
Notary Public
MY COMMISSION EXPIRES 12-15-78

Richard R. Allen
RECORDER OF DEEDS

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Form 104 R 3/72

Name: Chicago Title & Trust Company
111 W. Washington
Address: Chicago, Illinois
ATTN: BARBARA THOMAS
City: _____

Filed in Trust

TRUST NO. _____

55 JAN 1974

END OF RECORDED DOCUMENT