

22 897 511

This Indenture Witnesseth, That the Grantor, _____

Joseph J. Stefan and Dorothy Phyllis Stefan, his wife, as joint tenants

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant 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 trust within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 29th day of October 1974, and known as Trust Number 20889 the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED

subject to all matters of record including the Trust Deed dated June 15, 1966 and recorded June 30, 1966 as Document No. 19873038 to The First National Bank of Chicago to secure a note for \$75,000.

TO HAVE AND TO HOLD the said real estate with the appurtenances unto 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 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 lease 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 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 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 other rights 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 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 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, 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 made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested in 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 in 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 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 note in the certificate of title or duplicate thereof, or memorial, the words "in trust," "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 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 grantor aforesaid ha hereunto set their hands and seals this 29th day of October 1974

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

Handwritten signatures of Joseph J. Stefan and Dorothy Phyllis Stefan with [SEAL] markings.

Handwritten initials: Bx 103

Vertical stamp: 22 897 511

UNOFFICIAL COPY

Parcel 1:

That part of the North 370.92 feet of the East half of the North West quarter of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at a point in the South line of said North 370.92 feet; 240 feet West of the South East corner of said North 370.92 feet and running thence West along said South line 440 feet to a point 680 feet from said South East corner, measured West along a line parallel to the North line of said Section 29; thence North at right angles to the last mentioned line 60 feet; thence North Easterly in a straight line 371.8 feet to a point 180 feet measured South at right angles from the North line of said Section 29; thence South Easterly in a straight line 211.95 feet to the place of beginning;

Parcel 2:

That part of the North 370.92 feet of the East half of the North West quarter of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at a point in the East line of said North West quarter of Section 29, the same being the center line of Locust Street (now Locust Road) 335.92 feet South of the North East corner of said North West quarter; thence South along the East line of said North West quarter, the same being the center line of said Locust Street a distance of 15 feet; thence West along a line parallel to the North line of said Section 29, a distance of 300 feet; thence North at right angles to the last mentioned line a distance of 15 feet; thence East along a line parallel to the North line of said Section 29, to the place of beginning all in Cook County, Illinois.

22-897-511

Clerk's Office

UNOFFICIAL COPY

1974 NOV 4 4:20 PM

STATE OF ILLINOIS)
COUNTY OF COOK)

NOTARY PUBLIC 690347 • 22897511 • A — Exp 6.00

SS. I, MICHAEL D. STRAWBERG

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JOSEPH J. STEWART - DOROTHY PHYLLIS
STEWART, HIS WIFE

personally known to me to be the same person whose name 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 29TH day of
OCTOBER A. D. 19 74

Michael D. Strawberg
Notary Public
Cook County, Illinois

My commission expires _____

Prepared by Michael Strawberg
1-15 North Plaza - 4440
Chicago Ill 60603

Except under provisions of Paragraph E in Section 4
Real Estate Transfer Tax Act.

11-4-74
Date

Robert J. Ashcraft
Buyer, Seller or Representative

600

22897511

Except under provisions of Paragraph E in Section 4 or provisions of
Section 200.1-45 of the Code, or Transaction Tax Ordinance.

11-4-74
Date

Robert J. Ashcraft
Buyer, Seller, or Representative

BOX 333
POST NO. 20889

Deed in Trust

WARRANTY DEED

TO
CENTRAL NATIONAL BANK
IN CHICAGO
TRUSTEE

RECORDED DOCUMENT