

# UNOFFICIAL COPY

25610259

This Indenture Witnesseth That the Grantor (s) Randy P. McKay, a married man, and Jacqueline L. McKay, his wife,

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

and other good and valuable considerations in hand, paid, Convey and Quit-Claim unto HARRIS TRUST AND SAVINGS BANK, 111 West Monroe Street, Chicago, Illinois 60690, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 16th day of September 19 80,

known as Trust Number 40674 the following described real estate in the County of Cook and State of Illinois, to-wit:

THAT PART OF LOTS 10, 11 AND 12 (TAKEN AS A TRACT) IN ASSESSORS DIVISION OF BLOCK 2 IN THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF LOT 12 AFORESAID THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 12 59.50 FEET TO THE SOUTH WEST CORNER OF LOT 1 IN HEALY AND WISCHNER'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 11 AND THE EAST PART OF LOT 12 IN ASSESSOR'S DIVISION OF BLOCK 2 AFORESAID THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 12, 109.50 FEET MORE OR LESS TO THE CENTER LINE OF BLOCK SOUTH AFORESAID (BEING ALSO THE NORTH LINE OF THE SOUTH 1/2 OF LOT 11 AFORESAID) THENCE WEST AND PARALLEL TO THE SOUTH LINE OF BLOCK 2 AFORESAID 59.50 FEET TO THE NORTH EAST CORNER OF LOT 3 IN LOUGALL'S SUBDIVISION OF PARTS OF LOTS 10 AND 12 IN ASSESSOR'S DIVISION OF BLOCK 2 AFORESAID THENCE SOUTH ALONG THE EAST LINE OF LOT 3 AFORESAID TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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 execute 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 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 reversion, by leases 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 demise 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 property, 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 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 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 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 predecessors 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 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.

If the title to any of the above lands 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 the said grantor(s) 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(s) aforesaid have hereunto set their hand(s) and seal(s) this 17th day of September 19 80

X Randy P. McKay (SEAL) \_\_\_\_\_ (SEAL)  
Randy P. McKay  
X Jacqueline L. McKay (SEAL) \_\_\_\_\_ (SEAL)  
Jacqueline L. McKay

Mary L. Milano THIS INSTRUMENT WAS PREPARED BY  
Baker & McKenzie \_\_\_\_\_  
Name \_\_\_\_\_ Address 200 Powell Pl. Chicago, Ill. 60601

25610259

Office

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

1980 OCT 3 PM 3 52

ss. Karen A. Fre...

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

Randy P. McKay and Jacqueline L. McKay

001-3-80 358543

25610259

A -- REC

10.00

who are

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.

GIVEN under my hand and Notarial Seal this 17th day of September, 19 80

Karen A. Fre...



Exempt under provisions of Paragraph 3, Section 9, Real Estate Transfer Act

10-3-80  
Date

Neve...  
Buyer, Seller, or Representative

Exempt under provisions of Paragraph 3, Section 9, Real Estate Transfer Act

10-3-80  
Date

Neve...  
Buyer, Seller, or Representative

10.00

BOX 8

TRUST No. 40674

DEED IN TRUST

Randy P. McKay

and

Jacqueline L. McKay

TO  
HARRIS TRUST AND SAVINGS BANK  
TRUSTEE

PROPERTY ADDRESS

60 E. Cedar  
Chicago, Illinois

HARRIS TRUST AND SAVINGS BANK  
CHICAGO  
111 West Monroe Street

25610259

1984 (REV. 11/75)

END OF RECORDED DOCUMENT