

UNOFFICIAL COPY

DEED IN TRUST

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25910403

RECORDED IN DEEDS
COOK COUNTY ILLINOIS

172
STI 79-08365

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor JOHN J. BALESTER, a
bachelor
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 S and Warranty S unto First State Bank & Trust Company of Park Ridge, an Illinois bank-
ing corporation of Park Ridge, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee
under the provisions of Trust Agreement, dated the 29 day of March, 1972, and known as Trust Number
867 the following described real estate in the County of Cook and State of Illinois, to-wit:

10.00

Unit Number 5516-2 as delineated on Survey of the following described
Parcel of Real Estate (hereinafter referred to as Parcel): Lot 20 in
Block 2 in East End Subdivision in Section 12 and 13, Township 38 North,
Range 14 East of the Third Principal Meridian, and an Easement for the
Benefit of Lot 20, pursuant to Decree entered May 15, 1962, in Circuit
Court of Cook County, Illinois Case Number 62 C 2550 for Ingress and
Egress over The South 4 feet of Lot 21 in Block 2 in East End Subdivision
aforesaid in Cook County, Illinois, according to the Plat thereof re-
corded April 10, 1972 as Document Number 21861930 which Survey is
attached as Exhibit "A" to Declaration made by Michigan Avenue
National Bank of Chicago as Trustee under Trust Agreement Number 1921
and recorded in the Office of the Recorder of Deeds of Cook County,
Illinois as Document Number 21861930 together with an undivided 16.67
Percent Interest in said Parcel (excepting from said Parcel all the
property and space comprising all of the units thereof as defined and
set forth in said Declaration and Survey), in Cook County, Illinois.

25910403

Cook County Clerk's Office

Property

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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and defend the said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to provide said real estate as often as desired, to contract to sell, to grant options to purchase, or to sell on any terms, to convey all or any part thereof, 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 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 demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, 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 charges of any kind, to release, convey or assign any right, title or interest in, about or appertaining 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 would be lawful for any person owning the same to deal with the same, whether limits 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, lease, 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 advanced on the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage or other instrument executed by said Trustee, or any successor in trust, in relation to said trust property shall be conclusive 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 Deed 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 herein and in said Trust Agreement, and that such amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that as 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 the Trust or their predecessor in trust and are fully bound by the terms, conditions, trusts, powers, authorities, duties and obligations of the Trust.

This conveyance is made upon the express understanding and condition that the Grantee, neither 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 by or its or their agents or attorneys may do or omit to do in or about the said real estate, or in or about 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 Trust or the beneficiaries in or about said real estate as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in or about said real estate 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 the 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 the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the attention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property as so described.

If the title to any of the trust property 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 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 John J. Balester aforesaid has his hereunto set his hand and seal the 29th day of March 1979

STATE OF Illinois) ss.
COUNTY OF Cook

I, Karen Levy, a Notary Public in and for said County, in the State of Illinois, do hereby certify that John J. Balester, a bachelor personally known to me to be the same person is whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 March 1979

Commission expires June 26 1979

Document Prepared By: Dennis R. Fields
100 N. LaSalle Street
Chicago, Illinois 60602

BFC Forms Service, Inc. Box 77

ADDRESS OF PROPERTY: 5516 S. Everett, Unit #2
Chicago, Illinois 60637
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
(Name)
(Address)

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
25010403
JUL 19 1979
1001000