

# UNOFFICIAL COPY

## DEED IN TRUST (INDIVIDUAL)

Form 7917 Typewrite Co.-Chicago

1979 JUN 27 PM 4:06

25026278

(The Above Space For Recorder's Use Only)

JUN 27 1979 0 12 04 PM 25026278

THIS INDENTURE WITNESSETH, THAT THE GRANTORS ARTHUR J. WITKIN and

GERTR DE WITKIN, his wife,

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 consideration, receipt of which is hereby duly acknowledged, Convey and Warrant unto THE NORTHWEST COMMERCE BANK, an Illinois Banking Corporation whose address is 9797 West Higgins Road, Rosemont Illinois 60018, as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of June 1979, and known as Trust Number LT-79-009

the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 24 (except right of way of Metropolitan West Side Elevated Railroad Company and except part taken and condemned for Leavitt Street) and all of Lots 27, 28, 29, 30 and 31 and that part of Lots 32, 33, 34 and 35 lying East of the East line of North Leavitt Street extended, all in Block 1 in Isham's Subdivision of the North 1/2 of the South 1/2 of the South West 1/4 lying South West of Milwaukee Avenue of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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 to vacate any subdivision or part thereof, and to subdivide 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 successors 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 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 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 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 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 the Trustee or in all amendments thereof, if any, (county) relying upon or claiming under any such conveyance, lease or other instrument: (a) that at the time of the delivery hereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance of 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 landing 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 successor 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 Trustee or his or her predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Northwest Commerce Bank in Rosemont, Illinois, 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 therein, 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 attorneys-in-fact, hereby irrevocably appointed and authorized, 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Northwest Commerce Bank in Rosemont 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 limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantors 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have VE hereunto set their hands S and seal S this 21st day of June 19 79.  
(SEAL) Arthur J. Witkin (SEAL)  
(SEAL) Gertrude Witkin (SEAL)

THIS INSTRUMENT WAS PREPARED BY: MILTON K. JOSEPH  
9701 HIGGINS ROAD, ROSEMONT, ILLINOIS, 60018  
Northwest Commerce Bank

ADDRESS OF PROPERTY:

MAIL TO:

9797 Higgins Road  
(Address)  
Rosemont, IL 60018  
(City, State and Zip)

1760 North Milwaukee Avenue

Chicago, IL 60647

OR

RECORDER'S OFFICE BOX NO.

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

25026278

Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.

6/27/79

RECEIVED BY THE REGISTER OF DEEDS

DOCUMENT NUMBER

25026278

1000

MAIL

REC'D JUN 27 1979

# UNOFFICIAL COPY

25026278

STATE OF ILLINOIS ) I, MARY E. KNAPP Notary Public in and for said  
COUNTY OF COOK ) ss. County, in the State aforesaid, do hereby certify that

ARTHUR J. WITKIN and GERTRUDE WITKIN, his wife,

personally known to me to be the same persons whose names 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 of any right of homestead.



notarial seal this 21st day of June A.D., 1979

*Mary E. Knapp*  
Mary E. Knapp Notary Public

This instrument was prepared by Milton K. Joseph, 9701 Higgins Road, Rosemont, IL 60018  
Name Address

1760 North Milwaukee Avenue  
Chicago, IL 60647  
For information only insert street address of  
above described property.

Form 7917 Typecraft Co., Chicago

CLERK OF COOK COUNTY

TRUST NO. LT-79-009

DEED IN TRUST  
WARRANTY DEED

ARTHUR J. WITKIN and  
GERTRUDE WITKIN, HIS WIFE,

TO

NORTHWEST COMMERCE BANK  
9797 W. Higgins Road  
Rosemont, IL 60018  
(312) 696-1050

END OF RECORDED DOCUMENT