

UNOFFICIAL COPY

25110131

This Indenture Witnesseth, That the Grantor s

ALOIS A. MASTERS and FRANCES MASTERS, his wife

of the County of Cook and the State of Illinois for and in consideration of Ten and no/ 100's Dollars, and other good and valuable consideration in hand paid, Convey and Warrant unto AVENUE BANK & TRUST COMPANY OF OAK PARK, a state banking corporation of 104 North Oak Park Avenue, Oak Park, Illinois, its successor or successors, as Trustee under the provisions of a trust agreement dated the 3rd day of August 19 79 known as Trust Number 2359, the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit 104 as delineated on Plat of Survey of the following described Parcel of Real Estate (hereinafter referred to as Parcel): Lot 1 in Indian Head Park Condominium Unit 1, being a Subdivision of part of the West 1/2 of the North West 1/4 of Section 20, Township 38 North, Range 12 East of the Third Principal Meridian, According to the Plat thereof recorded April 2, 1974 as document number 22672940; which Plat of Survey is attached as Exhibit B to Declaration of Condominium Ownership made by L. Acacia, Inc., an Illinois Corporation, recorded in the Office of the Recorder of Cook County, Illinois as Document Number 22779634; together with an undivided 1.0031 percent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Plat of Survey in Cook County, Illinois.

PARCEL 2:

Easement appurtenant to and for the benefit of Parcel 1 as set forth in Declaration of Easements, Covenants and Restrictions dated July 8, 1974 and recorded July 11, 1974 as Document number 22779633 and as created by Deed from L. Acacia, Inc., a Corporation of Illinois to Alois A. Masters and Frances Masters, his wife, dated December 1, 1975 and recorded January 7, 1976 as Document 23346489 for ingress and egress.

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 vacate 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 of 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 praesenti 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 or 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 easement 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 predecessor 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.

Prepared by J. W. McElroy
222 W. Madison
Chicago, Ill. 60601

No Notary Stamps Required - No Taxable Conveyance - Exempt from the Real Estate Transfer Tax and Sec. 4, Par. (e), Avenue Bank & Trust Co. of Oak Park
By: [Signature]

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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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seal S this 3rd day of August 19 79.

(SEAL) Alois A. Masters
ALOIS A. MASTERS

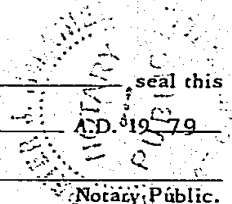
(SEAL) _____
FRANCES MASTERS

STATE OF Illinois }
COUNTY OF DePue } ss.

I, the undersigned,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alois A. Masters and Frances Masters, his wife

personally known to me to be the same person S whose name S 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 3rd day of August 19 79
[Signature]
Notary Public.



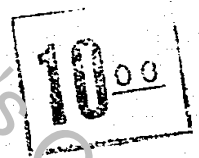
BOX NO. 214
New Star

Beed in Trust

ADDRESS OF PROPERTY

111 Acacia Drive
Indian Head Park, Il. 60525

AVENUE BANK & TRUST COMPANY
OF OAK PARK
104 N. Oak Park Avenue
Oak Park, Illinois 60301



25110131

END OF RECORDED DOCUMENT