

UNOFFICIAL COPY

69-27-874 J
12-25-427-055

WARRANTY DEED IN TRUST

5-69-27-874 J

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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1983 NOV -9 AM 10:57

Sidney K. Olson
RECORDER OF DEEDS

26856318

THIS INDENTURE WITNESSETH, That the Grantor, PETER ALEXANDER AND ANNA ALEXANDER, HIS WIFE, AND JOHN ALEXANDER AND SUSAN ALEXANDER, HIS WIFE

of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN (\$10.00) Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 19th day of March 1982, and known as Trust Number 92-03-3831, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 2 (Except the North 12 feet thereof) and all of lot 3 in block 50 in Schumacher and Gnaedinger's addition to Chicago, being a subdivision of that part of the East 1/2 of the South East 1/4 of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, lying North of Grand Avenue (Excepting 2 acres thereof described as follows: Commencing at the North East corner of said South East 1/4 of Section 25; thence West 20 rods; thence South 16 rods; thence East 20 rods; thence North 16 rods to the point of beginning); in Cook County, Illinois.

Subject to:

Covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; existing leases subject to and tenancies; ~~and all taxes or assessments for improvements not yet completed~~; general taxes for the year 1983 and subsequent years.

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 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 the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to 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 future, and upon any terms and for any period or periods of time, not exceeding in the case of a 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 matter 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 appurtenant to said real estate or any part thereof, and to own the same to deal with the same, whether similar to or different from the above specified, as it would be lawful for any person to release, convey or assign any right, title or interest in or about or appurtenant 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 the application of any purchase money, rent or money borrowed or advanced on said real estate, or any part thereof, to be obliged to 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 at the time of the delivery thereof 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee or any successor in trust, was duly 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.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, 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 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 beneficiaries under said Trust Agreement as their attorney-in-fact, 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 said 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 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 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 about 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 The Midwest Bank and Trust Company 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 said Trustee shall not be required to produce the deed or Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered land is in accordance with the true intent and meaning of the trust.

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 S aforesaid have hereunto set their hands and seals this 23rd day of September 1983

Peter Alexander [SEAL] Anna Alexander [SEAL]
John Alexander [SEAL] Susan Alexander [SEAL]

State of Illinois ss. Stanley Czaja Notary Public in and for said County, in the state aforesaid, do hereby certify that Peter Alexander, Anna Alexander, John Alexander and Susan Alexander

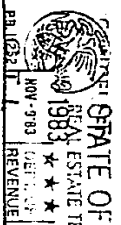
personally known to me to be the same person S whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 23 day of September 1983

This instrument was prepared by: Stanley Czaja Notary Public

406 N. Milwaukee Ave, Chicago, Ill. 60630
Midwest Bank and Trust Company
Elmwood Park, Illinois Box 630
2513 N. 72nd Ct., Elmwood Park, Ill.
For information only insert street address of above described property.
LN #: 9282-6

COOK COUNTY NO. 0302



STATE OF ILLINOIS
REVENUE
112.50
1/2.50

10.00

REGISTERED TRANSACTION TAX
112.50
1/2.50

112.50
1/2.50

26 856 318

END OF RECORDED DOCUMENT