

UNOFFICIAL COPY

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TRUSTEE'S DEED
THIS INSTRUMENT WAS PREPARED BY

27258667

BARBARA A. CLEVINGER
PIONEER BANK & TRUST COMPANY
4000 W. NORTH AVENUE - CHICAGO, ILLINOIS

THE GRANTOR, PIONEER BANK & TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a trust agreement dated the 14th day of November, 1969, and known as Trust Number 5539, for the consideration of *Ten and no/100* dollars, and other good and valuable considerations in hand paid, conveys and quit claims to

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, AS Trustee under Trust Agreement dated August 9, 1984 and known as Trust Number 27157, a party of the second part, whose address is 801 N. Clark Street, Chicago, IL 60610

the following described real estate situated in Cook County, Illinois, to wit:

Lot 24 in Block 2 in P.W. Snowhook's Douglas Park Addition, a Subdivision of the South West Quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

11.00

This conveyance is made pursuant to direction and with authority to convey directed to the grantees named herein, "Trustee". The powers and authority conferred upon said Trustee are recited on Exhibit "A" attached hereto and incorporated herein by reference.

Together with the tenements and appurtenances thereunto belonging. To have and to hold unto said party of the second part said premises forever.

This deed is executed pursuant to and in the exercise of the power and authority granted and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its assistant vice president/trust officer and attested by its assistant secretary this 9th day of August, 1984.



PIONEER BANK & TRUST COMPANY
as trustee as aforesaid.
By: *[Signature]*
Assistant Vice President/Trust Officer
ATTEST *[Signature]*
Assistant Secretary

STATE OF ILLINOIS } SS.
COUNTY OF COOK
DuPage

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President/Trust Officer and Assistant Secretary of the PIONEER BANK & TRUST COMPANY, Grantor, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Assistant Vice President/Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of August, 1984

[Signature]
Notary Public

NAME THE COSMOPOLITAN NATIONAL BANK
STREET OF CHICAGO
CITY
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER 226

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

749 South Kedzie Avenue, Chicago, IL

Buyer, Seller, or Agent
Date
8-9-84
1984-08-09

Document Number

19840809

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EXHIBIT "A"

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 and alleys and to vacate any subdivision or part thereof, and to resubdivide 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 successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee, 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 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 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 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 aforesaid 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, trust 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 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 all instruments thereof, if any, and binding 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 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 or in trust.

This conveyance is made upon the express understanding and condition that neither The Comptopolitan National Bank of Chicago, 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 thereof, or for injury to person or property occurring 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 beneficiary as under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in which case, 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 to 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 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 in said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention of the parties to vest in said The Comptopolitan National Bank of Chicago 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 register 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 provide the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving a registered land is in accordance with the true intent and meaning of the trust.

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For

END OF RECORDED DOCUMENT

Clerk's Office