

UNOFFICIAL COPY

8520936

WARRANTY DEED IN TRUST

This instrument prepared by
Gary Pechter
Inland Real Estate Corporation
2100 Clearwater Drive
Oak Brook, Illinois 60521

DEPT-01 RECORDING

\$11.00

T#1111 TRAM 6612 09/27/85 15:15:04
#4816 #A *-85-209364

85209364

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Janice J. Audia, a single woman, never having been married
of the County of DuPage 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 and warrant unto THE MERCHANTS NATIONAL BANK OF AURORA, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 30th day of August, 1985, and known as Trust Number 3766 the following described real estate in the County of Cook and State of Illinois, to-wit:

The East 15 feet of Lot 16 and all of Lots 17, 18 and 19 in Subdivision of West 394 feet of Block 32 (except the East 14 feet of North 80 feet thereof) in Kinzie's Addition to Chicago, in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address: 230 East Ontario
Chicago, Illinois

SUBJECT TO 1935 Real Estate Taxes

PTN #7-10-203-019-0000

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, and for the use 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 paths, streets, highways or alleys and to vacate any subdivision of part thereof, and to redivide said real estate as often as desired, to convey or 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 donate, to dedicate, to mortgage, to lease 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 lease to commence in present or in future, and upon any terms and for any periods of time, not exceeding in the case of any single lease or lease to be made in the year, and to renew or extend leases upon any terms and for any periods of time and to amend, change or modify leases and the terms and conditions provisions thereof at any time or times hereafter, to not 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 carry out the manner of having 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 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, mortgaged or otherwise encumbered 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 prevented 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 or 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 terms, 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 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 duly vested with all the title, estate, rights, powers, authorities, duties and obligations of the title of their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Merchants National Bank of Aurora, 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 persons or property by doing in or about said real estate, 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 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 thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of recording of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under and on 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 the earnings, avails and proceeds thereof as aforesaid. The intention hereby being to vest in said Merchants National Bank of Aurora 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 in 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 limitation," or "with reservation of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extract therefrom, as evidence that any transfer, charge or other dealing involving the real estate made 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, aforesaid has hereunto set her hand and seal this 30th day of August, 1985

(SEAL) Janice J. Audia (SEAL)
Janice J. Audia (SEAL)

State of ILLINOIS ss. Lisa J. Skaggs a Notary Public in and for said County, in the state aforesaid, do hereby certify that Janice J. Audia, a single woman, never having been married

Return to:
Karen Walker
Ticor Title Insurance
69 W. Washington Street
Chicago, IL 60602
A-3589-14

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 30th day of August, 1985
Lisa J. Skaggs Notary Public

Mail Tax Bills To:

Boy 15

For information only insert street address of above described property.

This transaction is exempt under Paragraph 4(e) of the Illinois Transfer Tax Act and under the Transfer Tax Laws of the County of Cook.
Dated: September 26, 1985

This deed is exempt from taxation under the Chicago Transfer Tax Ordinance by Paragraph 4(e) of Section 200.1-286.
Dated: September 26, 1985

85209364

Janice J. Audia

Lisa J. Skaggs