

UNOFFICIAL COPY

This Indenture Witnesseth, That the Grantor DONALD W. PHILLIPS
and BLANCHE S. PHILLIPS, his wife,

of the County of Cook and the State of Illinois for and in consideration of
Ten and 00/100 Dollars,

and other good and valuable consideration in hand paid, Convey _____ and Warrant _____ unto LASALLE NATIONAL BANK, a national banking association, of 135 South La Salle Street, Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 21st day of March 19 82 known as Trust Number 104820, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 10 and 11 in Walter D. Phillips, Jr.'s Subdivision No. 1, being a part of the South-west quarter of Section 3, Township 40 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded as Document No. 17270989 in Cook County, Illinois.

Subject To: General real estate taxes for the year 1985 and subsequent years; and an easement for public utilities, as disclosed by the Plat of Sub-division, recorded in Cook County, Illinois, on July 25, 1958 as Document No. 17270989.

LOCATED AT: THE CORNER OF RYN MAWR AND ORGE AVENUES, IN ROSEMONT, ILLINOIS.

Permanent Real Estate Index No. 12-03-309-011 and 12-03-309-010 AL

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 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 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 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.

If the title to any of the above lands 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 cases 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantorS aforesaid ha hereunto set their hands and seal S this 30th day of September, 1985.

(SEAL) Donald W. Phillips
Donald W. Phillips

Blanche S. Phillips (SEAL)
Blanche S. Phillips

Box 15

N24-11:91-14 / 198079 1083 NH

85233031

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BOX 350

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

LaSalle National Bank
TRUSTEE

TO

11 00

8027 AP

STATE OF ILLINOIS
REAL ESTATE TRANSACTIONS
OCT 15 '85
DEPT OF REVENUE
320.50

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
OCT 15 '85
320.50

DEPT-01 RECORDING
\$11.00
#3912 # A * 85-233031
TRAN 2518 10/11/85 16.17.00

PREPARED BY: E. M. ASPERRE
THINSAWAY, CARBERTSON
29 W. WASHINGTON - SUITE 2702
CHICAGO, ILLINOIS
60602

GIVEN under my hand and notarial seal this 30th day of September A.D. 1985
Notary Public: *Richard Long*

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 and waiver of the right of homestead.

DONALD W. PHILLIPS and BLANCHE S. PHILLIPS,
his wife,

STATE OF ILLINOIS
COUNTY OF COOK
SS. *Richard Long*

Property of Cook County Clerk's Office

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**ATTACHMENT
TO
MORTGAGE, DEED OF TRUST OR DEED TO SECURE DEBT**

Dated **October 9**, 19**85**

CALL OPTION - The Lender has the option to demand that the balance due on the loan secured by this mortgage deed of trust or deed to secure debt be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date. If this option is exercised, Borrower(s) (mortgagor or grantor) will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Lender (mortgagee or grantee or beneficiary) has the right to exercise any remedies permitted under this mortgage deed of trust or deed to secure debt.


(WITNESS)


(BORROWER) James Henry


(BORROWER) Mildred B. Henry

55233047