

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

-85-234795

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, James O. Hines, a bachelor
of the County of Cook and State of Illinois, for and in consideration
of the sum of Ten and no/100 Dollars (\$10.00)
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and
Warrant S unto MID TOWN BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a
state banking corporation under the laws of the State of Illinois, 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 15th day of July 1985, and
known as Trust Number 1304, the following described real estate in the County of Cook
and State of Illinois, to-wit:

LOTS 25 AND 26 IN BLOCK 8 IN BICKERDIKE'S ADDITION TO CHICAGO IN SECTION 8
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE DEPT. OF REVENUE
12.50

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE DEPT. OF REVENUE
12.50

CHICAGO
REAL ESTATE
ACTIVITY
125000

lot 25 of block 8 vs lot 26 of block 8
JK

SUBJECT TO

Real Estate Tax # 17-08-112-025 and 17-08-112-026
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 of any part thereof, to dedicate parks, streets, highways or
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 donate, 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 lease for term of years, in possession or in reversion, and for any period or periods of time, not exceeding in the
case of any single demise the term of 199 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 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 divide said real estate, or any part thereof, for other real or personal
property, to grant easements or charges of any kind, to release, convey, assign any right, title or interest in or about the premises 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 should 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, con-
tracted 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 to 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, 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 con-
veyance lease or other instrument, in 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, that such con-
veyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement and in all instruments thereto, it
any, and binding upon all beneficiaries thereunder, in that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, mortgage,
lease, mortgage or other instrument and that the conveyance made to a successor or successor in trust, that such successor or successor in trust has been properly appointed and fully
vested with all the title, estate, rights, powers, authorities, duties and obligations of us, in or through our predecessor in trust.
This conveyance is made upon the express understanding and condition that neither Mid-Town Bank and Trust Company of Chicago, its 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 or for their or its or their agents' actions 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,
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 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 the express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or in-
debtedness except only so far as the trust property and funds at the actual possession of the Trustee shall be applicable to the payment and discharge thereof. All claims 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 of 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 hereof being to vest in Mid-Town
Bank and Trust Company 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 certificate of title or discharge thereon, or
in 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 the Trustee
shall not be required to produce the said Trust Agreement or copies thereof, as evidence that any transfer, charge or other dealing involving the registered lands 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, existing
to the exemption of homesteads from sale on execution or otherwise.

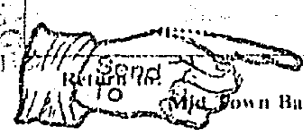
In Witness Whereof, the grantor James O. Hines aforesaid has his hereunto set his hand and
seal this 20th day of September 19 85.

James O. Hines [SEAL] [SEAL]
James O. Hines [SEAL] [SEAL]

State of Illinois } ss. HAL A. C. Schurz Notary Public in and for said County, in
County of Cook } the state aforesaid, do hereby certify that

personally known to me to be the same person James O. Hines whose name is subscribed to
the foregoing instrument, appeared before me this 20th day of September 1985 and acknowledged that he signed, sealed
and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth,
including the release and waiver of the right of homestead, taken under the notarial seal this 20th day
of September 1985.

HAL A. C. Schurz
Notary Public



Mid-Town Bank and Trust Company of Chicago,
2021 North Clark St.
Chicago, Ill. 60614
ATTN: Trust Dept.

1454-56 W. Erie, Chicago, IL 60622
For information only insert street address of above described property

-85-234795

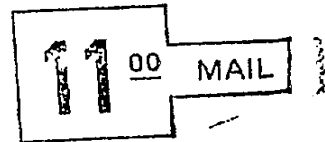
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