

FORM 455 BANK FORMS, INC.

THIS INDENTURE WITNESSETH, That the Grantor, Ted Otto and Marianna Otto, His Wife,

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 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 21 day of November 19 86, and known as Trust Number 86-11-5109, the following described real estate in the County of Cook and State of Illinois, to-wit: Lots 92, 93 and the North 24.0 Feet of Lot 94 in Loeb's Second River Park Subdivision, Being Part West of the River of the Subdivision of Lot 6 of Lot 3 of La Framboise Reserve, and Part of Blocks 23 and 34 River Park, Being Saylor and Walkers Subdivision in Section 27, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, together with that Part of Vacated Ashland Avenue North of said Lot 92 in Second River Park Subdivision, Described as follows: Beginning at the Northwest Corner of said Lot 92; Thence East along the North Line of Lot 92 to the Northeast Corner Thereof; Thence North along the East Line of said Lot 92, extended North, a Distance of 46.98 Feet; Thence Southwesterly to a Point on the West Line of said Lot 92, Extended North, said Point being 22.0 Feet North of the Northwest Corner of said Lot 92; Thence South along said Extended West Line of Lot 92, 22.0 Feet to the Place of Beginning, In Cook County, Illinois.

70-89-350 W

Transfer stamps affixed to Doc # 35796622

SUBJECT TO

Prepared by Ted Otto 316 N. Kelpin, Paul Ridge, IL ADDRESS: 3131-43 N. 5th, River Grove, Ill. PTV: 12-27-267-001, 12-27-267-002, 12-27-267-003

TO HAVE AND TO HOLD the real estate with the trusts, and burdens 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 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 mortgage, to lease or otherwise encumber said real estate, or any part thereof, to lease and real estate, or any part thereof, from time to time, in person or by power, by leaves 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 or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement 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 purposes and 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 and considerations as it would be lawful for any person owning the same to deal with the same.

E# 914956

In no case shall any party dealing with said Trustee, or any other person in connection with said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or otherwise disposed of, 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 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, for 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 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 thereto, if any, and binding upon all beneficiaries hereunder, (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 the, 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 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 and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing of 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 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 said Agreement or a copy thereof, or any extracts therefrom, 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, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Ted Otto and Marianna Otto, His Wife, hereunto set their hand and seal this 21 day of November 19 86

[SEAL] Ted Otto [SEAL] [SEAL] Marianna Otto [SEAL]

State of Illinois) I, PHYLLE L. M. CHARTY, a Notary Public in and for said County, In County of Cook) SS. the state aforesaid, do hereby certify that Ted Otto and Marianna Otto, His Wife,

personally known to me to be the same person whose name 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 21st day of November 19 86

Mail

Phyllis L. M. Charty Notary Public

Grantor's Address Midwest Bank and Trust Company 6006 N. Harlem Elmwood Park, Illinois 60635

3131-43 Elm, River Grove For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps

86605518 Document Number

UNOFFICIAL COPY

88-005518

DEPT-01 RECORDING \$11.00
7#0333 TRAN 0997 12/17/86 16:09:00
#0674 # 2 * 84-60518
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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DUPLICATE
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DEC 17 1986
RECORDING DIVISION

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DELIVER TO
Revised

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