

THIS INDENTURE WITNESSETH, That the Grantor, Margaret L. Cline, a spinster

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 3rd day of October 1985, and known as Trust Number 85-10-4833, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 25 in E. A. Cummings and Company's Haddon Avenue Addition to Austin being a Subdivision of the West 1290.2 feet of the North 1/2 of the South 1/2 of the North 1/2 of the West 1/2 of the South West 1/4 of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, together with Lot 36 of E.A. Cummings and Company's Pine Avenue, addition to Austin in the South West 1/4 of Section 4 aforesaid, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 16-04-303-010

This instrument prepared by: PA
Angela Santangelo
Midwest Bank and Trust Company
1606 N. Harlem Ave.
Elmwood Park, IL 60635

SUBJECT TO

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 or alleys and to vacate any subdivision of part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell in any term, 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, pledge or otherwise encumber said real estate, or any part thereof, to lease and real estate, or any part thereof, from time to time, to lease or otherwise encumber in any manner, to lease to commence in grass, or to renew or extend leases upon any terms and for any period or periods of time, to execute in the case of any single lease 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 deal with said real estate and for any period or periods of time, in any 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 and considerations 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 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 binding and enforceable 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, as 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, and 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 thereof, if any, and binding upon all beneficiaries hereunder, and that said Trustee, or any successor in trust, has duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and that 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 Trustee, his or their predecessors in office.

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 hereunder, or of which said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or due to the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement or of an attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, as Trustee of 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 whatsoever shall be charged with notice of this condition from the date of the recording 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 to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the vesting of which in said real estate and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or due to the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement or of an attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, as Trustee of 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 whatsoever shall be charged with notice of this condition from the date of the recording of this Deed.

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 S hereunto set her hand and seal this 17th day of March 1986

Margaret L. Cline
Margaret L. Cline

State of Illinois Angela Santangelo is Notary Public in and for said County, in County of Cook state aforesaid, do hereby certify that Margaret L. Cline, a spinster



personally known to me to be the same person whose name is subscribed to 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 homestead. Given under my hand and notarial seal this 20th day of March 1986
Angela Santangelo
Notary Public

Grantee's Address 5443 W. Haddon, Chicago, IL
Midwest Bank and Trust Company
Elmwood Park, Illinois
For information only insert street address of above described property.

This space for affixing Holographic and Revenue Stamps

Exempt under provisions of Paragraph 1 of Section 4, Real Estate Transfer Tax Act.

Angela Santangelo
Buyer, Seller, or Representative

3/20/86
Date

Angela Santangelo
Buyer, Seller, or Representative

3/20/86
Date

86111633

Mail 10/21

UNOFFICIAL COPY

MAIL TO:
MIDWEST BANK AND TRUST CO.
1606 NORTH HARLEM AVE.
ELMWOOD PARK, ILL. 60635

24 MAR 86 9:10

Property of Cook County Clerk's Office

11th E

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