

DEED IN TRUST
(INDIVIDUAL)

UNOFFICIAL COPY

86351903

Form 7917 Typewrite Co. Chicago

(The Above Space For Recorder's Use Only)

COOK
GO. NO. 016
2 5 4 3 2

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, s Dale Holte and Susanna G. Holte, his wife, as joint tenants,
of the County of Cook and State of Illinois for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged; Convey and Warrant unto THE NORTHWEST COMMERCE BANK, an Illinois Banking Corporation whose address is 9575 West Higgins Road, Rosemont, Illinois 60018, as Trustee under the provisions of a certain Trust Agreement, dated the 16th day of July 1986, and known as Trust Number LT 86-040 the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 25 IN ELDED'S RESUBDIVISION OF BLOCK 30 IN THE VILLAGE OF JEFFERSON IN THE WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9 TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index No. 13-09-420-023-0000 Vol. 329
Property Address: 5158 W. Ainslie St., Chicago, Ill. 60630

11.00

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 buy, sell, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys 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, lease with or without consideration, to convey said real estate or any part thereof to successors in trust and to grant to such successors 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 in common or 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 lease the term of 100 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 purchase the whole or any part of the reversion and to contract respecting the manner of paying the amount of present or future rentals, or purchase 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, release 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 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 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; (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 all amendments thereto, 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 fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Northwest Commerce Bank in Rosemont, 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 (including 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 whatsoever 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 or any other disposition of said real estate, and such interest is hereby declared to be personal property, and the beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being in and to said Northwest Commerce Bank in Rosemont 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 file 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 the said grantor 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 exemption or homesteads from sale on execution or otherwise.

in Witness Whereof, the grantor s aforesaid ha VO herunto set their hands and

seal S this 7th day of August 19 86

Dale Holte (SEAL) Susanna G. Holte (SEAL)

ADDRESS OF PROPERTY:
5158 W. Ainslie St.,
Chicago, Ill. 60630

MAIL TO: Lawrence H. Binderow, Esq. (Name)
105 W. Madison, Suite 1204 (Address)
Chicago, Illinois 60602 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO. 333-7

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
370.00
CITY OF CHICAGO
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
370.00

70-64-973 DE HAYDON

86351903

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF COOK) ss. I, Allen Weissman Notary Public in and for said
County, in the State aforesaid, do hereby certify that

DALE HOLTE and Susanna G. Holte, his wife

personally known to me to be the same person s whose name s 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.

GIVEN under my hand and Notarial seal this 7th day of August A.D. 1986
Allen Weissman
Notary Public

My commission expires MAY 14, 1988

This instrument was prepared by Rouss & Reyes, 120 S. LaSalle St. Rm 189, Chicago, Ill. 60603
Name Address

5158 Ainslie Chicago Ill 60630
For information only insert street address of
above described property.

Form 7917 Typewritten Co. Chicago

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 AUG 13 PM 2 22

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TRUST NO. _____

DEED IN TRUST
WARRANTY DEED

TO

NORTHWEST COMMERCE BANK
9575 W. Higgins Road
Rosemont, Il. 60018
(312) 696-1050

86351903