

UNOFFICIAL COPY

8-19-87

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 27th day of July 1987, between DEVON BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said DEVON BANK in pursuance of a trust agreement dated the 19th day of September 1977, and known as Trust Number 3105, party of the first part, and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated 6/30/87 and known as Trust #1174

of Cook County Illinois, party of the second part.  
WITNESSETH, That said party of the first part, in consideration of the sum of Ten and 00/100 DOLLARS, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 6 in Block 1 in subdivision of 39 acres of the East side of the East 1/2 of the Southeast 1/4 of Section 26, Township 40 north, range 13 east of the third principal meridian

P.I.N. 13 26 407 010 0000

Pursuant to the terms and conditions contained on the reverse side hereof.

together with the tenements and appurtenances thereunto belonging, TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

SUBJECT TO: Usual covenants, conditions and restrictions of record.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage of any record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof. If the grantee herein is a trust, this conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Loan Officer, the day and year first above written.

By [Signature] Trust Officer  
Attest [Signature] LOAN OFFICER  
DEVON BANK, as Trustee as aforesaid.

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer and Loan Officer of the DEVON BANK, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Cashier respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth and the said Loan Officer thereunto and there acknowledged that said Loan Officer, as an officer of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Loan Officer, as aforesaid, free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of July, 1987  
[Signature]  
Notary Public

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

2724 N Kedzie Av  
Chicago, IL

THIS INSTRUMENT WAS PREPARED BY  
[Signature]  
LAND TRUST DEPT.

DEVON BANK  
6445 N. WESTERN AVE.  
CHICAGO, ILLINOIS 60645

D E L I V E R Y INSTRUCTIONS  
NAME [Signature]  
STREET 134 N. LaSalle #1515  
CITY Chicago, IL 60602  
OR  
RECORDER'S OFFICE BOX NUMBER

Document Number  
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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 to, or create any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant reversions in trust and to grant to any 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 to commence in person 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 hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase said real estate, or any part thereof, for other real personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or encumbrance 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 advanced or advanced to 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 dealing in good faith with the Trustee or any successor in trust, in relation to said real estate, lease or other instrument, (a) that at the time of the delivery of the deed, mortgage, lease or other instrument 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 thereof, 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 any 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 conditions that neither American National Bank and Trust Company of Chicago, 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 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 authorized 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, profits 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 or such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National 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 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.

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#2277 # A 87-424025  
COOK COUNTY CLERK'S OFFICE

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