

UNOFFICIAL COPY

DEED IN TRUST

This Indenture Witnesseth That the Grantor (s) _____

Charles Gage and Lentrice Gage, His wife

87675230

of the County of Cook and State of Illinois for and in consideration of

Ten and 00/100 Dollars,

and other good and valuable considerations in hand, paid Convey, Quit-Claim, Warranty unto Austin Bank as Trustee under the provisions of the Trust Agreement of Chicago

dated the 7th day of December 1987 known as Trust Number 6388 the following described real estate in the

County of _____ and State of Illinois, to-wit:

LOT 24 IN BLOCK 11 IN JULIARD AND BROWN'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 11 AND OF LOTS 1, 2 AND 3 IN BLOCK 13 IN MORTON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-11-123-040

DTO uh

12/22/87
Date
Irwin S. Marks

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey with or without consideration, to convey said premises 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 trust, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, 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 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 property 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereto and binding upon all beneficiaries thereunder, (c) that said trustee 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 predecessors in trust.

This conveyance is made upon the express understanding and condition that Austin Bank of Chicago, Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 of 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 premises 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 for record of this Deed.

The interest of each and every beneficiary hereunder 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 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 earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 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 hereunto set their hand and seal this 22nd day of December 1987

(SEAL) Charles Gage (SEAL)
(SEAL) Lentrice Gage (SEAL)

Property Address: 3700 W. Ferdinand Chicago

Document prepared by: and return to: Irwin S. Marks 445 W. Wisconsin Street Chicago/ Illinois 60614

Permanent Real Estate Tax Number



2 of 3 OHE 1161069 Jan 1/88

87675230

UNOFFICIAL COPY

TRUST No.

DEED IN TRUST

TO

TRUSTEE

PROPERTY ADDRESS

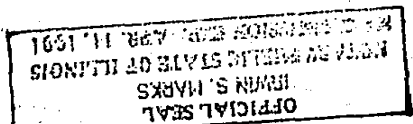
Mail To:

87675230

Property of Cook County Clerk's Office

12 Mail

DEPT-01 RECORDING \$12.25
T#2222 TRAN 115 12/28/87 09:31:00
#4050 # B * 87-475230
COOK COUNTY RECORDER



Notary Public

Irwin S. Marks
19 87

GIVEN under my hand and Notarial Seal this 3rd day of DECEMBER 19 87

and waiver of the right of homestead.

free and voluntary act, for the uses and purposes therein set forth, including the release

signed, sealed and delivered the said instrument as their

to the foregoing instrument appeared before me this day in person, and acknowledged that

personally known to me to be the same person S whose name S ARE subscribed

who ARE

a Notary Public, in and for said County, in the state aforesaid, do hereby certify that
CHARLES GAGE AND LEEAtrice GAGE HIS WIFE

STATE OF ILLINOIS } ss. I, Irwin S. Marks
COUNTY OF

87675230