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MARKS F. POLICES, IR. 2201 D. ACHICAGO AVENUE CHICARO, MINESIS COSSE

Given under my hand and Notary Seal,

12/12/86 Worothy Z. W.

6415-25 N. Bosworth Avenue, Chicago, Illinois

BUTBLUE

Full power and authority is hereby granted to said Trustee to improve, manage, protest 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 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 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 leases to commence in praesenti 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 198 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 flying 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 release, conveyor 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 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 of times hereafter its as a read now are regardances awar only was two

In no colo shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom sai / r/al 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 ad a need on said real estate, or be obliged to see that the terms of this trust have been complied with. or be obliged to it o live into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire in 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 thereof. if any and binding upon all beneficiaries thereunder. (c) that said Trustee, of ary successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed. let se prortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust that successor or successors in trust have been properly appointed and are fully vested with all the title estate, rights, rowers, authorities, duties, and obligations of its. his or their And the state of t predecessor in trust.

This conveyance is made upon the expression in standing and condition that neither Parkway Bank & Trust Co. of Chicago individually or as trustee, nor its successor or successors in trust shall incurany personal liability or be subjected to any claim, judg. From 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 state 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 at recylin-fact, hereby irrevocably appointed for such parposes, 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 arrual 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 filling for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trist / greement and of all persons claiming under them or any of them shall be only in the earnings, avails and procee is ... ising from the sale or any other disposition of said real estate, and such interest is hereby declared to be rersonal 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, the intention here is being to vest in said Parkway Bank & 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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LEGAL DESCRIPTION 6415-25 N. Bosworth, Chicago, Illinois

Parcel 1: The East One Hundred Twenty Six and Five Tenths (126.5) feet of Lot two (2) and Lot ten (10) (except, the West twenty three and five tenths (23.5) feet) and all of lots eleven (11) to fifteen (15) inclusive in S. F. Hollesen's First Addition to Roger Park, being a Subdivision of Lots nine (9) ten (10) and eleven (11) in L. C. Paine Freer's (Receiver) Subdivision of the West half of the South West Quarter of Section thirty two (32) Township forty one (41) North, Range Fourteen (14); East of the Third Principal Meridian, excepting from said land that part of said lot ten (10), (except the West twenty three and five tenths (23.5) feet) and all of lots eleven (11) to fifteen (15) inclusive, all taken as one tract, described as follows: Commencing at a point on the West line of said tract, described as the East like of Bosworth Avenue, at a point sixty two and fifteen one hundredths (62.15) feet North of the South West Corner of said tract; which is sixty two and five one hundredths (62.05) feet North of the South line of said tract; thence South along a line parallel with the West line of said tract four and five one hundredths (4.05) feet; thence East along a line parallel with the South line of said tract six and thirty eight one hundredths (6.38) feet, thouce North along a line parallel with the West line of said tract one and forty eight one hundredths (1.48) feet; Thence East along a line parallel with the South line of said tract fifty nine and seventy one hundredths (59.71) feet; Thence North along a line parallel with the West line of said Tract fifty seven one hundredths of a foct to the center line of a one and four one hundredths (1.04) foot party

wall; thence East along the center line of said party wall to the East line of said tract; thence South along the East line of said tract being the West line of a public alley, sixty and five one hundredths (60.05) feet to the South East corner of said tract; thence West along the South line of said tract being the North line of Devon Avenue, One Hundred

twenty six and fifty one hundredths (126.50) feet, more or less to the South West Corner of said tract, being the East line of Bosworth Avenue, Sixty Two and Fifteen one Hundredths (62.15) feet to place of beginning,

Parcel 2:

and:

A sixteen (16) foot alley running East and West, bounded on the North by the East One Hundred Twenty Six and Five Tenths (126.5) feet of Lot Two (2) aforesaid and on the South by the North line of Lot ten (10) (except the West twenty three and five tenths (23.5) feet and all of Lots eleven (11) to fifteen (15) inclusive aforesaid, all in Cook County, Illinois.

87018406

## **UNOFFICIAL COPY**

