

TRUSTEE'S DEED IN TRUST

UNOFFICIAL COPY

87140194

FORM 3636

The above space for recorders use only

THIS INDENTURE, made this 2nd day of March 1987, between PIONEER BANK & TRUST COMPANY, an Illinois Corporation with its principal place of business being 4000 West North Avenue, Chicago, Illinois 60639...

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

BFO RIDER 8B 14-29-205-005

PARCEL 1: LOT 2 IN BLOCK 1 IN GEHRKE AND BRAUCKMANN'S SUBDIVISION OF BLOCK 1 (EXCEPT THE 4.28 ACRES IN THE NORTH PART OF SAID BLOCK AND WEST OF GREEN BAY ROAD) IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; ALSO LOT 1 IN CONRAD GEHRKE AND GEORGE BRAUCKMANN'S SUBDIVISION OF OUT LOT 1...

87140194

PARCEL 2: THAT PART OF LOT 1 DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT, 179 FEET 4 3/4 INCHES; THENCE WEST ON A LINE PERPENDICULAR TO SAID EAST LINE OF SAID LOT, 21 FEET 6 1/2 INCHES; THENCE SOUTHWESTERLY 70 FEET 3 3/4 INCHES MORE OR LESS TO A POINT IN THE EASTERLY LINE OF NORTH CLARK STREET, WHICH POINT IS 166 FEET 10 1/4 INCHES NORTHWESTERLY FROM THE SOUTH CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF NORTH CLARK STREET TO THE PLACE OF BEGINNING IN COOK COUNTY ILLINOIS...

STATE OF ILLINOIS } ss. COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the PIONEER BANK & TRUST COMPANY

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary 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 Grantor for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Grantor caused the corporate seal of said Grantor to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein set forth.

THIS INSTRUMENT PREPARED BY:

OFFICIAL SEAL ADRIENNE G. BURT Notary Public, State of Illinois My Commission Expires 10-10-93

Given under my hand and Notary Seal.

Date March 11, 1987

Notary Public Adrienne C. Burt

3161 North Clark Street, Chicago, Illinois

For information only insert street address of above described property.

Vertical text on the right margin: 'under receipt under provisions of Paragraph e Real Estate Transfer Tax Act. Section 200.1-45 of the C... Provisions of Paragraph Transaction Tax Ordinance. Date 3-11-87'

Document Number 87140194

UNOFFICIAL COPY

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 vacate any subdivision or part thereof, and to redivide 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 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 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 release, convey or 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 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 thereof, 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 condition that neither Pioneer Bank and Trust Company, individually or as Trustee, or 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 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 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 no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate at such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Pioneer Bank and Trust Company 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.

83110194

87140194

83110194
 10-2-94
 12-2-94

1937 MAR 16 AM 10:18

HARRY (BUS) YOURELL
REGISTRAR OF TITLES

3591655

1916653

LA FAIRE

DEPT-01 RECORDING
 1937 MAR 16 03/16/87 11:07:00
 85719 # A # 87-140194
 COX COUNTY RECORDER

COX COUNTY RECORDER
 26 X 97
 1937 MAR 16 3:08 PM '87

1937 MAR 16

UNOFFICIAL COPY

OFFICIAL SEAL
ADRIENNE C. BURT
Notary Public, State of Illinois
My Commission Expires 10-10-88

THIS INSTRUMENT PREPARED BY:
ADRIENNE C. BURT
Notary Public, State of Illinois
My Commission Expires 10-10-88

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
PERSONALLY know in me to be the same person whose name is subscribed to the foregoing
instrument as such Vice President and Assistant Secretary 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 Grantor for the uses and
purposes therein set forth; and the said Assistant Secretary then and there acknowledged that
said Assistant Secretary, as custodian of the corporate seal of said Grantor caused the corporate
seal of said Grantor to be affixed to said instrument as said Assistant Secretary's own free and
voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein
set forth.

Given under my hand and Notary Seal,
Date March 11, 1987
Notary Public *Adrienne C. Burt*

ATTEST:
By *George J. Smith*
VICE PRESIDENT
PIONEER BANK & TRUST COMPANY
as Trustee, as aforesaid, and not personally.

TO HAVE AND TO HOLD the said real estate with the appurtenances thereunto belonging
herein and in said Trust Agreement set forth.
THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A
PART HEREOF.
The said Grantor hereby expressly waives and releases any and all rights or benefits 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.
This deed is executed by the party of the first part, as Trustee, pursuant to the power and authority vested in the exercise of the
power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust
Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every
other power and authority thereto enabling. This deed is made subject to the liens of all trust deeds, mortgages and other
said real estate, if any, recorded or registered in said county.
IN WITNESS WHEREOF, said party of the first part has caused the corporate seal to be hereunto affixed, and has caused its
name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and also by its Assistant
Secretary, the day and year first above written.

TO HAVE AND TO HOLD the said real estate with the appurtenances thereunto belonging
herein and in said Trust Agreement set forth.
THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A
PART HEREOF.
The said Grantor hereby expressly waives and releases any and all rights or benefits 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.
This deed is executed by the party of the first part, as Trustee, pursuant to the power and authority vested in the exercise of the
power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust
Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every
other power and authority thereto enabling. This deed is made subject to the liens of all trust deeds, mortgages and other
said real estate, if any, recorded or registered in said county.
IN WITNESS WHEREOF, said party of the first part has caused the corporate seal to be hereunto affixed, and has caused its
name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and also by its Assistant
Secretary, the day and year first above written.

TO HAVE AND TO HOLD the said real estate with the appurtenances thereunto belonging
herein and in said Trust Agreement set forth.
THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A
PART HEREOF.
The said Grantor hereby expressly waives and releases any and all rights or benefits 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.
This deed is executed by the party of the first part, as Trustee, pursuant to the power and authority vested in the exercise of the
power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust
Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every
other power and authority thereto enabling. This deed is made subject to the liens of all trust deeds, mortgages and other
said real estate, if any, recorded or registered in said county.
IN WITNESS WHEREOF, said party of the first part has caused the corporate seal to be hereunto affixed, and has caused its
name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and also by its Assistant
Secretary, the day and year first above written.

TO HAVE AND TO HOLD the said real estate with the appurtenances thereunto belonging
herein and in said Trust Agreement set forth.
THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A
PART HEREOF.
The said Grantor hereby expressly waives and releases any and all rights or benefits 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.
This deed is executed by the party of the first part, as Trustee, pursuant to the power and authority vested in the exercise of the
power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust
Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every
other power and authority thereto enabling. This deed is made subject to the liens of all trust deeds, mortgages and other
said real estate, if any, recorded or registered in said county.
IN WITNESS WHEREOF, said party of the first part has caused the corporate seal to be hereunto affixed, and has caused its
name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and also by its Assistant
Secretary, the day and year first above written.

TO HAVE AND TO HOLD the said real estate with the appurtenances thereunto belonging
herein and in said Trust Agreement set forth.
THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A
PART HEREOF.
The said Grantor hereby expressly waives and releases any and all rights or benefits 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.
This deed is executed by the party of the first part, as Trustee, pursuant to the power and authority vested in the exercise of the
power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust
Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every
other power and authority thereto enabling. This deed is made subject to the liens of all trust deeds, mortgages and other
said real estate, if any, recorded or registered in said county.
IN WITNESS WHEREOF, said party of the first part has caused the corporate seal to be hereunto affixed, and has caused its
name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and also by its Assistant
Secretary, the day and year first above written.

Document Number
6714019A

Exempt under provisions of Paragraph 210,
Section 200.1 of the
Transactions Tax Ordinance.
3-11-87
Date

Buyer, Seller, or Beneficiary
George J. Smith
Date
3-11-87

Exempt under provisions of Paragraph e,
Real Estate Transfer Tax Act.
3-11-87
Date
Buyer, Seller or Beneficiary
George J. Smith

Buyer, Seller or Beneficiary
George J. Smith

Buyer, Seller or Beneficiary
George J. Smith

Buyer, Seller or Beneficiary
George J. Smith

Buyer, Seller or Beneficiary
George J. Smith

UNOFFICIAL COPY

24620
 DEPT. OF REVENUE
 REC'D

REC'D MAR 16 AM 10:18
 HARRY AUGUST YOUNG
 REC'D OFFICE OF TITLES

3599161
 LA FARGE

DEPT. OF RECORDING
 ILLINOIS TRIM 02/16/87 11:00:00
 SHEET # 1 - 67-140104
 COOK COUNTY RECORDER

MAIL ROOM
 TITLE INS CO
 913 32026
 BOX 97

610518

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, park, create, highways or alleys, to locate 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, from time, to time, to possession, or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any estate 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 regarding 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 other rights of any kind, to lease, convey or assign any title or interest in or about or agreement appurtenant to said real estate or any part thereof, and in 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.

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, 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 or said county) relying upon or obtaining under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the 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, (b) that such conveyance, lease or other instrument was in full force and effect, (c) that such conveyance, lease or other instrument was duly authorized and empowered to execute and deliver every such deed, mortgage, 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 are fully vested with all the title, estate, powers, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Pioneer 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 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 Trustee, or the Trustee may be entered into by its 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. The interest of each and every beneficiary hereunder and under said Trust Agreement or any other instrument relating 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said all of the real estate above described.

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 in any other way, or upon condition, or with limitations, or words of similar import, in accordance with the title in such case made and provided.

RECORDED

COOK COUNTY ILLINOIS, (EXCEPT THAT PART OF SAID TRACT LYING NORTH OF A LINE BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1 WHICH IS 176 FEET 3 1/4 INCHES NORTH OF THE SOUTH CORNER THEREOF; THENCE WEST ON A LINE FORMING AN ANGLE OF 89 DEGREES 44 MINUTES 30 SECONDS FROM NORTH TO WEST WITH SAID EAST LINE OF SAID LOT, 26 FEET 8 3/4 INCHES; THENCE SOUTHWESTERLY 64 FEET 2 5/8 INCHES MORE OR LESS TO A POINT IN THE EASTERLY LINE OF NORTH CLARK STREET WHICH POINT IS 166 FEET 10 1/4 INCHES NORTHWESTERLY OF THE SOUTH CORNER OF SAID LOT) IN BLOCK 1 IN CONRAD GEHRKE AND GEORGE BRAUCKMANN'S SUBDIVISION OF OUT LOT 1 (EXCEPT THAT PART OF THE NORTH 4.28 ACRES WEST OF THE GREEN BAY ROAD IN CANAL TRUSTEE'S SUBDIVISION) OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.