

This Indenture, Made this 11th day of March A.D. 19 87 between CONTINENTAL ILLINOIS BANK OF WESTERN SPRINGS, N.A. (FORMERLY KNOWN AS THE FIRST NATIONAL BANK OF WESTERN SPRINGS)

a national banking association of Western Springs, Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 7th day of December 19 72 and known as Trust Number 2141 party of the first part, and Harris Bank Roselle as trustee #12617 dated March 28, 1987 of Roselle, Ill. parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND No/100 - - - Dollars, (\$ 10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, ~~not as tenants in common, but as joint tenants,~~ the following described real estate, situated in

Cook County, Illinois, to-wit:

Lots 3 to 21 inclusive in Block 7 and Lots 9 to 16 inclusive in Block 8 in the Subdivision of Block 9 in Boeger Estates Addition to Roselle, being a Subdivision of the South 1/2 of the Southwest 1/4 of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part ~~not in tenancy in common, but in joint tenancy,~~ and to the proper use, benefit and behoof of said parties of the second part forever.

This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon said trust grantee are recited on the reverse side hereof and incorporated herein by reference.

07-34-324-001

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 (if any there be) of record in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice-President and attested by its Assistant Secretary, the day and year first above written.

CONTINENTAL ILLINOIS BANK OF WESTERN SPRINGS, N.A. as Trustee as aforesaid

ATTEST:

By [Signature] Exec. Vice-President

[Signature] Assistant Secretary

add 51129965 pm

87209566

UNOFFICIAL COPY

Trustee's Deed
(IN JOINT TENANCY)

ADDRESS OF PROPERTY

Vacant Property

CONTINENTAL ILLINOIS BANK OF WESTERN
SPRINGS,
N.A. TRUSTEE
TO

CONTINENTAL ILLINOIS BANK OF
WESTERN SPRINGS, N.A.

DEPT-01 RECORDING \$13.25
T#1111 TRAN 0954 04/21/87 11:08:00
#2714 # 2 *-67-209566
COOK COUNTY RECORDER



87209566

Western Springs, N. A.
4456 Wolf Road
Western Springs, IL 60558

13.25
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss

I, Nancy Griest a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that Michael P. Keenan
Exec.

Vice-President of CONTINENTAL ILLINOIS BANK OF WESTERN SPRINGS and

Lois Nugent

Assistant Secretary thereof, 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 Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own 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 11th day of March A.D. 1987

Nancy Griest
NOTARY PUBLIC

My Commission Expires 11-16-87

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 either 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 trustee, 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 praesenti 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, with 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 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, 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 thereof 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 neither First National Bank of Western Springs individually or as 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 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 whomsoever and whatsoever shall be charged with notices of the 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 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 the exemption of homesteads from sale on execution or otherwise.

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UNOFFICIAL COPY

John Huggins
Assistant Secretary

Exec. Vice-President

ATTEST:

By

as Trustee

CONTINENTAL ILLINOIS BANK OF WESTERN SPRINGS, N.A.

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 Vice-President and attested by its Assistant Secretary, the day and year first above written.

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 (if any there be) of record in said county given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

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07-34-324-01

TO HAVE AND TO HOLD the same unto said parties of the second part ~~not in joint tenancy~~ together with the covenants and appurtenances thereto belonging, ~~joint tenancy~~ and to the proper use, benefit and behoof of said parties of the second part forever.

Lots 3 to 21 inclusive in Block 7 and Lots 9 to 16 inclusive in Block 8 in the Subdivision of Block 9 in Boeger Estates Addition to Roselle, being a Subdivision of the South 1/2 of the Southwest 1/4 of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois

Cook County, Illinois, to-wit:

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WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND

of Roselle, Ill., parties of the second part.

party of the first part, and Harris Bank Roselle as trustee #12617 dated March 28, 1987

7th day of December 19 72 and known as Trust Number 2141

deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the a national banking association of Western Springs, Illinois, as Trustee under the provisions of a deed or

CONTINENTAL ILLINOIS BANK OF WESTERN SPRINGS, N.A., (FORMERLY KNOWN AS THE FIRST NATIONAL BANK OF WESTERN SPRINGS)

This Indenture, Made this 11th day of March A.D. 19 87 between

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Handwritten note: add 5115 6015 1015