

UNOFFICIAL COPY

DEED OF TRUST
(ILLINOIS)

1988 SEP -1 PM 2: 39

88400613

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12.00

(The Above Space For Recorder's Use Only)

EXEMPT UNDER PROVISIONS OF PARAGRAPH 4, SEC. 200.1-2 (B-6) OR PARAGRAPH 4, SEC. 200.1-4 (B) OF THE ILLINOIS TRANSFERROR TAX ORDINANCE.

8/30/88 *Raymond W. Busch*
BUYER, SELLER, REPRESENTATIVE

71-72-983
1205685 DI
CASTRO

THE GRANTOR THE UNIVERSITY OF CHICAGO,
a not-for-profit corporation of Illinois,
of the County of COOK and State of ILLINOIS
for and in consideration of TEN Dollars, and other good and valuable considerations in hand paid,
Convey ~~S. and (WARRANTS. XXXXX XXXXX XXXXX)~~ unto
HYDE PARK BANK AND TRUST COMPANY

(NAME AND ADDRESS OF GRANTEE)

as Trustee under the provisions of a trust agreement dated the 27th day of June, 1988 and known as Trust Number 696 hereinafter referred to as "said trustee," regardless of the number of trustees.) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of COOK and State of Illinois, to-wit: Lot Six (6) in Block Forty-one (41) in Hyde Park in Section Eleven (11), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian in Cook County, Illinois.

Permanent Real Estate Index Number: 20-14-204-003-0000

Address(es) of real estate: 5426 South Harper Ave., Chicago, Illinois.

The within conveyance is hereby made subject to the items listed on the reverse side hereof (1).

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys, 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 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 property, 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 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 way 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 his 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, 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 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 predecessor in trust.

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 interests 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 the 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 limitation," 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.

In Witness Whereof, these parties have hereunto caused the same to be signed to these presents by the Board of Trustees, July 29, 1988, and its Vice President and attested by an Assistant Secretary of the

ATTEST: *Samuel D. Golden* (SEAL) THE UNIVERSITY OF CHICAGO (SEAL)
Samuel D. Golden, Assistant Secretary By: *Alexander E. Sharp*, Vice President

State of Illinois, County of COOK ss.
I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this July 29 day of July 19 88
Commission expires August 19 19 91
Raymond W. Busch
NOTARY PUBLIC

This instrument was prepared by *Raymond W. Busch, 5801 S. Elvis Ave., Chicago, Illinois 60637*
(NAME AND ADDRESS)
RAYMOND W. BUSCH
Notary Public, State of Illinois
My Commission Expires 8/19/91

MAIL TO { Hyde Park Bank & Trust Company
(Name)
1525 E. 53rd Street
(Address)
Chicago, IL 60615
(City, State and Zip)
BOX 333-CC

SEND SUBSEQUENT (Name) (Address) (City, State and Zip)

OR RECORDER'S OFFICE BOX NO.

Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.
8/30/88
Raymond W. Busch
Buyer, Seller or Representative
Date

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UNOFFICIAL COPY

Deed in Trust

TO

GEORGE E. COLE
LEGAL FORMS

- (1) The within conveyance is hereby subject to the following:
- (a) covenants, conditions and restrictions of record;
 - (b) private, public and utility easements and roads and highways, if any;
 - (c) special taxes or assessments for improvements not yet completed;
 - (d) general taxes for the year 1987 and subsequent years, including taxes which may occur by reason of new or additional improvements;
 - (e) Urban Renewal Plan recorded August 8, 1961 as Document #18240483;
 - (f) Redevelopment Plan Ordinance recorded March 17, 1964 as Document #19075180.
 - (g) Option Contract between Hyde Park Bank & Trust Co. Trust No. 696 and The University of Chicago dated July 29, 1988.

Property of Cook County Clerk's Office
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