

# UNOFFICIAL COPY

RECORDERS OFFICE FOR NUMBERS

INSTRUCTIONS

PRELIMINARY

NAME  
STREET  
CITY

Joseph W. Weber  
1805 W. 35th St.  
Chicago, Ill. 60609

2247-49 South Gunderson Ave.  
Berwyn, IL 60402

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

STATE OF ILLINOIS, COUNTY OF COOK, SS

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

AFFILIATED BANK/WESTERN NATIONAL BANK OF CIGERO

a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as each Vice President and Assistant Secretary respectively, appeared before me the day in person and acknowledged that they agreed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Corporation, as custodian of the corporate seal of said Corporation, the Board of Directors of said Corporation, as Assistant Secretary's seal and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of February A.D. 1988.

NOTARY PUBLIC

APPLICANT: WESTERN NATIONAL BANK/WESTERN NATIONAL BANK OF CIGERO, AS TRUSTEE AS AFORESAID.

By: *[Signature]*  
David H. Augustyn, Vice President

Attest: *[Signature]*  
Rosemarie J. Baran, Assistant Secretary

THIS DEED IS SECURED PURSUANT TO AND IN THE EXERCISE OF THE POWER AND AUTHORITY GRANTED TO AND VESTED IN SAID TRUSTEE IN PURSUANCE OF THE TRUST AGREEMENT ABOVE MENTIONED. THIS DEED IS MADE SUBJECT TO 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 TERMS OF SAID TRUST AGREEMENT AT THE DATE OF THE DELIVERY HEREOF.

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

Carol Ann Weber  
5807 W. Cornish Rd.  
Cicero, Ill. 60650

THIS INSTRUMENT WAS PREPARED BY

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

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX

REVENUE DEPT. OF REVENUE  
63.75

SEP 27 1988

COOK COUNTY

SUBJECT TO: Conditions and restrictions of record, taxes for 1987 and subsequent years.

Permanent Tax No. 16-30-206-022

The South half of lot 22 and all of lot 23 in block 2 in Groh & Christian's subdivision of the North half of the North East quarter of the North East quarter of Section 35, Township 33 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INDENTURE, made this 24th day of November, 1987, between AFFILIATED BANK/WESTERN NATIONAL BANK OF CIGERO, a Corporation, operating under the laws of the United States of America, 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 15th day of August, 1964, and known as Trust Number 3364, party of the first part, and

MIDWEST BANK & TRUST CO. UNDER TRUST AGREEMENT DATED NOVEMBER 20, 1987 AND KNOWN AS TRUST NO. 87-11-5360

Harlem at North Avenue, Elmwood Park, IL 60635

WITNESSETH, That said party of the first part, in consideration of the sum of Ten Dollars and no/100- DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

The South half of lot 22 and all of lot 23 in block 2 in Groh & Christian's subdivision of the North half of the North East quarter of the North East quarter of Section 35, Township 33 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 16-30-206-022

SUBJECT TO: Conditions and restrictions of record, taxes for 1987 and subsequent years.

TRUSTEES DEED

88443990

SEP 27 PM 2 35

71-84-454 03

Real Estate Transfer Tax  
City of \$1.00  
Berwyn, IL 60402

Real Estate Transfer Tax  
City of \$50.00  
Berwyn, IL 60402

Real Estate Transfer Tax  
City of \$50.00  
Berwyn, IL 60402

Real Estate Transfer Tax  
City of \$50.00  
Berwyn, IL 60402

Real Estate Transfer Tax  
City of \$50.00  
Berwyn, IL 60402

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Still (38)

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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 thereof, and to resubdivide said real estate 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 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 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 leasing 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 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, (h) 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 ~~Western National Bank~~ <sup>Western</sup> 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, incurred or entered into by the Trustee in connection with said real estate may be entered into by 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 under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds resulting 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 ~~Western National Bank~~ <sup>Western</sup> 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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