

UNOFFICIAL COPY

# TRUSTEE'S DEED IN TRUST

88448657

DEPT-01 RECORDING \$12.25  
T#2222 TRAN 0121 09/29/88 13:03:00  
#6927 B \*-88-448657  
COOK COUNTY RECORDER

The above space for recorder's use only

Midwest Bank and Trust Company, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Trustee in pursuance of a trust agreement dated the 14th day of December, 1970, and known as Trust Number 70-12-508 party of the first part, and Midwest Bank & Trust Company, as Trustee, U/T/A dated September 9, 1988 & known as Trust No. 88-09-5598 party of the second part. Grantee's Address: 1606 N. Harlem Ave., Elmwood Park, IL 60635  
WITNESSETH, that said party of the first part, in consideration of the sum of Ten 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:

Lot 23 and 24 in Block 11 in Second Addition to Ellsworth Subdivision of Sundry Blocks in Chicago Heights in the West 1/2 of the South East 1/4 of Section 25, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 12-25-417-031-0000

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This conveyance is made pursuant to a Direction authorizing the party of the first part to convey directly to the party of the second part, and/or pursuant to authority granted in the Trust Agreement authorizing the party of the first part to convey directly to the party of the second part.

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or mortgage, or execute grants of options to purchase, to execute contracts to sell on any terms, to convey either with or without consideration, to convey the 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 the trustee to donate, to dedicate, to mortgage, or otherwise encumber the real estate or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, and to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals, to execute grants of easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to the real estate or any part thereof, and to deal with the title to 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 title to the real estate to deal with it whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, or money loaned or advanced on the real estate, 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 the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 herein and by the 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 herein and in the trust agreement or in any amendments thereof and binding upon all beneficiaries, (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, (d) that 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, 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.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in Grantor by the terms of said deed or deeds in trust, pursuant to the trust agreement above mentioned. This deed is 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 hereof.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Asst. Trust Officer and attested by its Asst. Secretary

this 13th day of September, 1988

Midwest Bank and Trust Company

As Trustee as Aforesaid,  
Grantor

By:

Attest:

This space for affixing Riders and Revenue Stamps.  
Under Provisions of Paragraph C, Section 4,  
Real Estate Transfer Tax Act

Refer, Seller or Representative

Date

Document Number

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On September 20th, 1988 the foregoing instrument was acknowledged before me by  
Angela McClain Asst. Trust Officer  
of Midwest Bank and Trust Company, an Illinois corporation and by Kathleen Plazyk  
Asst. Secretary of said Bank, who affixed the seal of said Bank, all on behalf of said Bank.

This instrument was prepared by:

Angela McClain

Midwest Bank & Trust Company

1606 N. Harlem Ave.

Elmwood Park, IL 60635

OFFICIAL SEAL

Shirley A. Palazzo

Notary Public, State of Illinois

My Commission Expires April 17, 1989

My Commission Expires:

April 17, 1989

Notary Public

DELIVERY

NAME Midwest Bank & Trust Company

1606 N. Harlem Ave.

STREET Elmwood Park, IL 60635

CITY

BOX:

7508-10 W. Grand, Elmwood Park, IL

For information only. Insert street address of  
above described property. 60635

Send subsequent Tax Bills to: Trust  
Midwest Bank, 88-09-5598

Name

1606 N. Harlem Ave.

Address

Elmwood Park, IL 60635

88148657

Mail to: Spina, McGuire & Okal  
7610 W. North Ave  
Elmwood Park, IL 60635