

UNOFFICIAL COPY

RC/0676

This Indenture Witnesseth, That the Grantor DONALD L. GROSS

AND ROSANNE C. GROSS, his wife

of the County of Cook and the State of Illinois for and in consideration of TEN AND NO/100 (\$10.00) Dollars,

and other good and valuable consideration in hand paid, Convey and Warrant unto

AVENUE BANK OF OAK PARK, a state banking corporation of 104 North Oak Park Avenue, Oak Park, Illinois, its

successor or successors, as Trustee under the provisions of a trust agreement dated the 22nd

day of NOVEMBER 19 85 known as Trust Number 4402, the following described

real estate in the County of COOK and State of Illinois, to-wit:

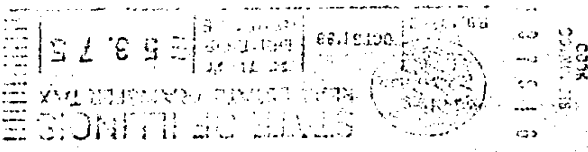
That part of Block 6 and part of vacated alleys in said Block described as beginning at the Northwest corner of said Block and running thence East on the North line of said Block 238.35 feet to the place of beginning of the herein described tract; thence South on a line which forms a right angle with the North line of said Block, 125.0 feet; thence Easterly on a line parallel with the North line of said Block, 75.0 feet; thence North at right angles, 125.0 feet to the North line of said Block, thence Westerly on the North line thereof, 75.0 feet to the place of beginning, all in Boeger Estates Addition to Roselle, 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.

SUBJECT TO: Terms, covenants, conditions, restrictions and easements of record, general real estate taxes for 1983 and subsequent years.

SUBJECT TO Assumption by James B. McShane and Beth A. McShane, of Trust Deed from Rober W. Watts and Kay E. Watts to the First National Bank of Chicago, as Trustee dated June 29, 1977 recorded July 22, 1977 as Document No. 24024724 to secure note of \$70,000.00

Property Address: 39 W. Schreiber, Roselle, Illinois 60172

Permanent Index No.: 07-34-331-039



TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 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 or 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 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 this trust have been compiled 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, (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 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 the earnings, avails and proceeds thereof as aforesaid.

88502811

BOX #154

UNOFFICIAL COPY

#12-

BOX NO. _____

Beed in Trust

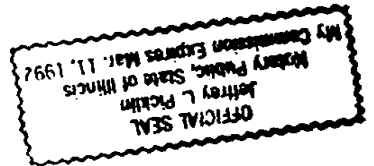
ADDRESS OF PROPERTY

AVENUE BANK OF OAK PARK
104 N. Oak Park Avenue
Oak Park, Illinois 60301

Form 8811 Recorder from ILLIANA FINANCIAL, Inc.

BOX #154

DEPT-01 T#14444 TRAN 3300 11/01/88 11:06:00
#3596 # D * 88-502811
COOK COUNTY RECORDER



_____ Notary Public.

GIVEN under my hand _____ day of October A.D. 19 88

including the release and waiver of the right of homestead.

as they are free and voluntary acts, for the uses and purposes therein set forth,

acknowledged that they signed, sealed and delivered the said instrument

subscribed to the foregoing instrument, appeared before me this day in person and

personally known to me to be the same persons whose names are _____

a Notary Public in and for said County, in the State aforesaid, do hereby certify that DONALD L. GROSS AND ROSANNE C. GROSS, His wife

STATE OF ILLINOIS }
COUNTY OF COOK }
SS. } Jeffrey L. Pichin

88502811

(SEAL) Donald L. Gross _____
Rosanne C. Gross _____

And the said grantors 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, the grantors aforesaid have hereunto set _____ day of October 1988 and _____ hand _____

88502811 (SEAL)