

NOV-27-1988 5:56:56 AM 600-546938-150

The place space for recorder's use only.

THIS INDENTURE WITNESSETH, That the Grantor, Thomas E. O'Brien, a married person,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars and No/100 *****, for Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of November 1988, and known as Trust Number 2970, the following described real estate in the County of Cook, and State of Illinois, to-wit:

Lot 23 and 24 in Block 6 in Stewart D. Anderson's Addition to Jefferson Park being a Subdivision of Lots 6,7,8,9 and 10 in the Circuit Court Partition of that part of the Northwest 1/4 of the Northwest fractional 1/4 of Section 9, Township 40 North, Range 13, East of the Third Principal Meridian lying between Milwaukee Avenue and Elston Avenue and Lot 2 in a Subdivision of the Southeast 1/4 of said Quarter Section in Cook County, Illinois.

THIS IS NOT HOMESTEAD PROPERTY.

--88-546938

SUBJECT TO General Taxes for 1988 and subsequent years

13 09 104 043

Real Estate Tax # 13 09 104 043 To BLDG & LOT 23 & 24 in the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

All power and authority is hereby granted to said Trustee to improve, manage, protect and defend the said real estate or any part thereof, to dedicate parts, streets, highways or alleys and to make any subdivision of full or less than full real estate 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 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 to transfer said real estate, or any part thereof, to lease said real estate, or any part thereof, to let, to lease or to let and to renew, for any term and for any period or periods of time, not exceeding in the case of any single lease the term of 100 years, and to renew or extend leases upon any terms and for any term 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 fixing the amount of present or future rental, 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 to any easement 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 all other considerations as it would be lawful for any person having the same to deal with the same whether similar or different from the above, and to do all other acts necessary to effect the above.

It is further agreed that any successor in trust in relation to said real estate or any part thereof shall be compelled, contracted to let, to lease or to let and to mortgage by said Trustee or any successor in trust, to be obliged to see to the application of all purchase money, rent of mines, interest or advances on said real estate, or be obliged to see to the terms of this trust have been complied with, or be obliged to repair into the author, interests or expenses of any act of said Trustee, or be obliged to inquire into any of the terms of said Trust Agreement, and every 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 Register of Titles of said state, relying upon or claiming under any such conveyance or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture as 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 thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee or any successor in trust was duly authorized and empowered to create and deliver every such deed, trust, lease, mortgage or other instrument and (d) that the conveyance is made to a successor in trust, that such successor 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 Columbia National Bank of Chicago individually or as Trustee nor its successor in successively trust shall incur any personal liability, be subjected to any claim, judgment or decree for anything it or they or in their agents, attorneys may do or omit to do in or about the said real estate under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to persons or property occurring in or about the said real estate, and all such liability being hereby expressly waived and released by the Trustee, and the Trustee shall not be liable in connection with said real estate and may be entered into by it or them in the name of the Trustee and the Trust Agreement, and its attorney, for the purposes of or at the direction of the Trustee, to receive payment of any taxes and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness arising 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 whenever 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 him or any of them shall be only in the earnings, assets and proceeds arising from the sale of 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 the earnings, assets and proceeds thereof as aforesaid, the intention herein being, to vest in said Columbia National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title or deed or warrant, or memorandum, 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 Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registrant, and is in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases 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.

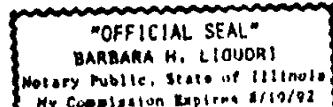
In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 21st day of November 1988.

Thomas E. O'Brien C 23 (SEAL) (SEAL) (SEAL)

State of IL, the undersigned
County of Cook, } ss.
person

a Notary Public in and for said County, in
the state aforesaid, do hereby verify that

Thomas E. O'Brien, a married



personally known to me to be the same person whose name is _____, subscriber to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given my hand and attested seal this 21 day of November 1988.

Notary Public

5536 Belmont, Chicago, IL.

For information only insert street address of above described property

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Return to:

Columbia National Bank of Chicago
5250 N. Harlem Avenue
Chicago, IL 60656
ATTN: Trust Dept.

~~REDACTED~~ UNOFFICIAL COPY

Property of Cook County Clerk's Office

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