

UNOFFICIAL COPY

DEED IN TRUST

(WARRANTY)

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor Bert Weinman Ford, Inc., an Illinois corporation of the County of Cook and State of Illinois for and in consideration of the sum of Ten (\$10.00) and no/00 Dollars, (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto Austin Bank of Chicago, an Illinois Banking corporation whose address is 8400 W. North Avenue, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under provisions of a certain Trust Agreement, dated the 8th day of September, 1988, and known as Trust Number 6470, the following described real estate in the County of Cook City of Chicago and State of Illinois, to-wit:

LEGAL DESCRIPTION ATTACHED

Exempt under provisions of Paragraph 2B, Real Estate Transfer Tax Act.

12-20-88 Date

Buyer, Seller or Representative

Permanent Tax No. 14 19 208 022 and 14 19 208 023

TO HAVE AND TO HOLD the said real estate with the appurtenances upon the terms and for the uses and purposes herein and in said Trust Agreement set forth

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate public streets, highways or alleys and to create any subdivision or part thereof, and to lease, hold, sell, convey or otherwise dispose of 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 the present or in the future and upon any terms 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 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 convey in fee simple or 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 regarding the manner of paying the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, with 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 equipment or appurtenance 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 should be lawful for any person owning the same to deal with the same, whether similar 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, said Trustee or any successor in trust be obliged to see to the application of any purchase money, rent or money borrowed or advanced from the trust property, nor be obliged to see that the terms of the trust have been complied with, or be obliged to answer for the acts or omissions, or the negligence of any part of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and more particularly to read, mortgage, lease or other instrument executed by said Trustee, or any successor in trust in relation to said real estate or any part thereof, or to have any evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument upon the date of the delivery thereof, the trust created by this deed and by said Trust Agreement was in full force and effect, and that no such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained hereon and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, and 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 that the same is made to a successor or successors in trust, that such successor or successors in trust, their heirs, assigns, appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the holder of the predecessor in trust.

This conveyance is made upon the express understanding and condition that the trustee, or any individual or a Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, or demand or defect for anything if they or its or their agents or attorneys may do or shall do in or about the said real estate or any part thereof, or in the execution of this deed or said Trust Agreement or any amendment thereto, or for injuries to persons or property happening in or about said real estate, and all such liability is hereby expressly waived and released. Any contract, obligation or liability incurred by or for the Trustee in such connection with said real estate may be enforced only by or in the name of the then beneficiaries, if any, of the Trust Agreement at the date of this deed, hereby irrevocably appointed for such purposes, or at the election of the Trustee in its sole and absolute discretion, if no such beneficiaries exist, and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or liability except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this deed from the date of the filing for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement in or to all persons claiming under them or any of them shall be only in the earnings, profit and proceeds arising from the sale or any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title, interest, legal or equitable in or to said trust property as such, but only an interest in the earnings, profit and proceeds thereof as aforesaid. The intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property aforesaid.

If the title to any of the trust property is now or hereafter registered, the Registrar of Deeds is hereby being notified to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" upon application, with his assistance, or without it, as may be required, in accordance with the statute in such case made and provided.

And the said Grantor hereby expressly waives, and releases, and all rights or benefits under and by value of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sales or executions or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set its hand and seal this 21st day of September, 1988

Attest: Bert Weinman Ford, Inc. (Seal)

STATE OF Illinois COUNTY OF Cook

I, Debra E. ... Notary Public in and for said County, in the State aforesaid, do hereby certify that ... personally known to me to be the same person whose name ... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ... signed, sealed and delivered the said instrument as its 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 Notarial Seal this ... day of September, 1988

Commission expires August 13, 1991

Document Prepared By Samuel L. Jacobson 100 W. Monroe St. #711 Chicago, Illinois 60603 ADDRESS OF PROPERTY 3946 & 3948 N. Ashland THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED SUBSEQUENT TAX BILLS TO Name: (Address)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

88594014

DOCUMENT NUMBER 88594014

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LEGAL DESCRIPTION

PARCEL 1: LOT 4 (EXCEPT THAT PART OF SAID LOT 4 LYING EAST OF LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19 TAKEN FOR STREET) IN SUB-BLOCK 1 IN H.C. BUECHNER'S SUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 24 FEET OF LOT 5 (EXCEPT THAT PART OF SAID LOT 5, LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19, TAKEN FOR STREET), IN H.C. BUECHNER'S SUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NOS.

Parcel 1            14 19 208 022

Parcel 2            14 19 208 023

88-594014

DEC-27-88

6:00 PM

12.00

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