

UNOFFICIAL COPY

88064558

This Indenture witnesseth That the Grantor, MICHAEL BROWN and METELVA BROWN,

his wife

of the County of

Cook

and the State of

Illinois

for and in consideration of

TEN AND NO/100

Dollars,

Quit Claim

and other good and valuable consideration in hand paid, Convey and ~~X~~ unto **LeSalle National Bank**, a national banking association, of 135 South LaSalle Street, Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement, dated the 29th day of January 1988, known as Trust Number

112995

the following described real estate in the County of

Cook

and State of Illinois, to wit:

Lot 1 in South Rogers Touhy's Chase Avenue and Central Street Subdivision of Lots 1 to 8 in Block 4 in Touhy's Addition to Rogers Park in the Southeast 1/4 of Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 1937-39 WEST CHASE AVENUE, CHICAGO, ILLINOIS

P. I. N. 11-30-418-006 APO

5/11/88

Buyer, Seller or Representative

88064558

Prepared By Joseph D. Palmisano, 222 W. Adams Street, Chicago, IL 60606

Property Address: 1937-39 WEST CHASE AVENUE, CHICAGO, ILLINOIS

Permanent Real Estate Index No. 11-30-418-006

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 created thereon, 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 successors 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 present 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 198 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 fixing the amount of present, 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 complied 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; (b) 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) in all 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 aforesaid.

If the title to any of the above lands is now or hereafter registered, the Register 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 cases made and provided.

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 their hands and seals this 29th day of January, 1988.

of January, 1988.

(SEAL) Michael Brown
MICHAEL BROWN

(SEAL) Metelva Brown
METELVA BROWN

UNOFFICIAL COPY

Deed in Trust

QUIT CLAIM

Address of Property
637-39 WEST CHASE AVENUE
CHICAGO, ILLINOIS

LaSalle National Bank
Trustee

LaSalle National Bank

MAIL TO:

JOSEPH D. PALMISANO

222 W. Adams Street, #257
Chicago, Illinois 60606

89064558

COOK COUNTY RECORDER
REC'D. NOV. 16, 1988
TMS222 TMAN 2744 02/11/88 16-51-00
DEPT-A1 RECORDING
\$12.25

JOSEPH D. PALMISANO
OFFICIAL SEAL
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires Nov. 16, 1991

CHERYL MICHAEL BROWN and MELLIVIA BROWN, his wife
purposely known to me to be the same person as
whom I am sealing, delivered and delivered before me this day in person and acknowledged that
they signed, sealed and delivered the instrument as
stated in the foregoing instrument, before me this day in person and acknowledged that
for the uses and purposes herein set forth, including the recitation and waiver of right of homestead.

I further declare, seal and affix my hand
to this instrument for the purpose of giving it full force and effect, including the waiver of right of homestead.

CHERYL MICHAEL BROWN and MELLIVIA BROWN, his wife
purposely known to me to be the same person as
whom I am sealing, delivered and delivered before me this day in person and acknowledged that

NOTARY PUBLIC in and for said County in the State aforesaid, do hereby certify that

State of ILLINOIS
County of C. O. K.
Date 10/16/88

MICHAEL BROWN and MELLIVIA BROWN, his wife
J. G. SCHAFFER
LaSalle National Bank