

This Indenture, Made this 13th day of April 1988

between FIRST BANK OF OAK PARK, Oak Park, Illinois, an Illinois Corporation, under the laws of Illinois, as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said First Bank of Oak Park in pursuance of a trust agreement dated the 16th day of January, 1979, and known as Trust Number LL597, party of the first part, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated February 1, 1988 and known as Trust Number 104578-02

of 33 North LaSalle St., Chicago, IL 60690, party of the second part.

Witnesseth, That said party of the first part in consideration of the sum of Ten & No/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell, convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois to-wit:

The West 41 feet of the East 82 feet of all of Lots 7, 8, 9 and 10 in the Subdivision of Lot 15 in Hundley's Resubdivision of Lots 3 to 21, inclusive, and Lots 33 to 37, inclusive, in Pine Grove, being a Subdivision of fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

- Subject to: 1: Terms, powers, provisions and limitations of the Trust under which title to said land is held;
- 2: Easement for public utilities over the North end of the land;
- 3: Agreement recorded November 15, 1915 as Document 5752185 made by Elizabeth Kalling with Arthur E. Webb, relating to the encroachment of a bay window and fence situated upon the East 41 feet of Lots 7 to 10 over and upon the land and providing that obstruction or demolition of the buildings on said East 41 feet of said East 41 feet, Lots 7 to 10 should be erected wholly within the boundary of said East 41 feet of said Lots 7 to 10;
- 4: Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.

Commonly known as: 646-648 West Roscoe Avenue, Chicago, IL

Permanent Tax Index No.: 14-21-304-021-0000

DEPT. OF REVENUE APR 15 88 999.00

together with the tenements and appurtenances thereunto belonging.

To have and to Hold the same unto said party of the second part forever.

This conveyance is made pursuant to direction and with authority to convey directly to the Trust grantee named herein. The powers conferred upon said Trustee are incorporated herein by reference.

Subject to usual covenants, conditions and restrictions of record, and subject to all General Taxes and Special Assessments of record, whether current, forfeited, sold or otherwise, and zoning and building ordinances.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. Party of the first part executes this instrument solely in its capacity as Trustee as aforesaid and not in its own individual capacity, and any individual liability on its part is hereby waived and released by the parties of the second part, their heirs, legal representatives, successors and assigns.

This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county remaining unreleased at the date of the delivery hereof.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice-President and attested by its Assistant-Secretary the day and year first above written.

This document prepared by:

FIRST BANK OF OAK PARK

As Trustee as aforesaid and not personally.

J. Lewis 11 West Madison Street Oak Park, Illinois 60302

Vice-President

Assistant-Secretary

CITY OF CHICAGO

STATE OF ILLINOIS

10/86

88157945

1156-743

# UNOFFICIAL COPY

STATE OF ILLINOIS,  
COUNTY OF COOK

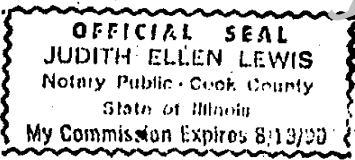
Judith Ellen Lewis

A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Martin C. Ott

Vice-President of the **FIRST BANK OF OAK PARK**, Oak Park, Illinois, an Illinois Corporation, and Phyllis Durand

Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of April 19 88



*Judith Ellen Lewis*  
Notary Public.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the 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, resubdivide 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 present or future, and upon any terms and for any period or periods of time and to amend, change or modify 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 of 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 enament 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 in 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 the 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, (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.

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 limited title", or words of similar import, in accordance with the statute in such case made and provided.

Mail recorded deed to:

June Wojtowicz Grady  
Much, Shellist, Freed, Denenberg,  
Ament and Eiger  
Suite 2100  
200 North LaSalle St.  
Chicago, IL 60601-1095

BOX 388

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 APR 15 PM 3 11

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DEED

FIRST BANK OF OAK PARK  
As Trustee under Trust Agreement

FIRST BANK OF OAK PARK  
OAK PARK, ILLINOIS

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