1988 MAY 20 PM 3: 10

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IN TRUST
THIS DESO IS BEING RERECORDED TO CORRECT TYPOGRAPHICAL ERRO FORM 3833 INDATE OF INSTRUMENT I NOTARY

The above space for recorders use only

20th 20TH THIS INDENTURE, made this day of May . 1988 , between LAKE VIEW TRUST AND SAVINGS BANK, an Illinois corporation . 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, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 19 75 8th day of July . party of the first part, and THE COSMOPOLITAN NATIONAL and known as Trust Number 3808\* BANK OF CHICAGO 801 N. Clark . a national banking association whose address is  $, Chicago, Illinois, as \, Trustee \, under \, the \, provisions \, of a \, certain \, Trust \, Agreement, \,$ dated the May 19 88 , and known as Trust Number 28635

party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND no/100 (\$10.00)-\_\_\_\_\_\_Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE EXHIBIT 'A" ATTACHED HERETO AND MADE A PART HEREOF

P.I.N.: 14-29-173 019-0000

SUBJECT 10: Covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights; existing leases and tenancies; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 1987 and subsequent years; and the Temporary License and Easement Agreement.

\*erroneously shown in deed dated July 2, 1975 and recorded July 29, 1975 as Document Number 23167760 to Lake View Trust and Savings Bank, as Trustee under Trust Agreement dated July 8, 1975, and known as Trust No. 3308.

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together with the tenements and appurtenances thereunto belonging.

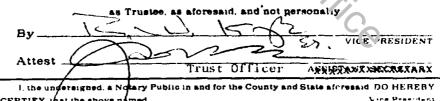
TO HAVE AND TO HOLD the said real estate with the appurtencaces, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERCE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF

The said grantor hereby expressly waives and releases any and all right under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale and execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all mist deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto efficied, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents at datt sted by its Assistant Secretary, the day and year first above written.



STATE OF ILLINOIS COUNTY OF COOK

CERTIFY that the shown ment and to the County and state actions to the Period and Atlast I (PETICET of the LAKE VIEW TRUST AND SAVINGS BANK a national pinking association Oraștor, personally known to me to be the same personal 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 May and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said national banking association caused the corporate seal of said national banking association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth

THIS INSTRUMENT Ira Chaplik Altheimer & Gray

333 W. Wacker Drive, #2600 Chicago, IL 60606

Given under my hand and Notary Seal. "OFFICIAL SEAL" June E. Kay

Notary Public, State of Illinois

My Commission Expires 9/14/91

Notary Public

20

-1988Sonthport, Chicago,

DONNELLY ALDYBUS SEND 10. CONLON & DYBUS 201 SUITE 1960 IL 60606 CHICAGO

For information only insert street address of phoye-described property.

## **UNOFFICIAL COPY**

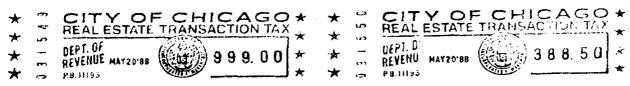
Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to 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 encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession of reversion, by leases to commence in praesenti or in future, 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 ronew 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 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 about or easement appurtenant to said real esta is 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 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 times hereafter.

In no cage sha'l any party dealing with said Trustes, or any successor in trust, in relation to said real estate, or whom said real exact or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trubles, of any successor in trust, be obliged to see to the application of any purchase money, rent or morely borrowed gradyance (or) haid real estate, or be obliged to see that the terms of this trust have been complied with. or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privilezed to inquire into a ... of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by anid Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of a ery person (including the Regis rar of Titles of said county) relying upon or claiming under any such convey suce, 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 just lamendments thereof, if any, and binding upon all beneficiaries thereunder. (c) that said Trustes, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mo, trage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successors in trust have been properly appointed and are fully vested with all the title, estate, rights, poyers, authorities duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither LAKE VIEW TRUST AND SAVINGS BANK individually or as Trustee, for its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment of decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or in fer the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or pic verty happening in or about said real estate any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of on express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only 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 corporation, whomsoever and whatsoever shall be charged with notice of this condition from the date of the filling for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agree next 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said LAKE VIEW TRUST AND SAVINGS BANK the entire legal and equitable title in feesing ple, 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 Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate it ereof, or memorial, 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.



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## UNOFFICIAL COPY,

EXHIBIT "A"

LOT 1 IN () P. ALTGELOS SUBDIVISION OF THE EAST 3 1/10 ACRES (AS SET OFT IN PART (FON) OF BLOCK 5 IN LILL AND DIVERSEY SUBDIVISION OF THE SULTH WEST 1 Q P THE NORTH WEST 1.4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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