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SPECIAL WARRANTY DEED

THIS INDENTURE, made this 15<sup>th</sup> day of November, 1989, between FIRST NATIONAL BANK OF NILES, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, (herein called "Grantor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, under Trust Agreement dated November 1, 1989, and known as Trust 109/93-00 (herein called "Grantee"),

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid by Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of Grantor, by these presents does CONVEY unto Grantee, its successors and assigns, FOREVER, the land, situated in the County of Cook and State of Illinois, legally described on Exhibit A attached hereto and made a part hereof; subject, however, to those matters described on Exhibit B attached hereto and made a part hereof.

The Grantor, for itself, and its successors, does hereby covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said real estate hereby granted is, or may be, in any manner encumbered or charged, except as herein recited, and does also hereby covenant, promise and agree, to and with the Grantee, its successors and assigns, to warrant and forever defend such title to the said real estate against all persons lawfully claiming, by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, duly authorized to do, and attested by its Assistant Secretary, the day and year first above written.

FIRST NATIONAL BANK OF NILES

By: [Signature]

K. V. Troken, Vice President

ATTEST:

[Signature]  
~~Assistant Secretary~~

Richard T. Smith  
Vice President/Cashier

P.I.N. 14-28-302-004  
14-28-302-005  
14-28-302-006

Address of Property:

2651 North Halsted  
Chicago, Illinois

89546317

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate paths, streets, highways or alleys to vacate any subdivision or part thereof, and to redivide said real estate as often as desired to contract to sell in 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 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, to lease to commence in possession or in 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 99 years, and to renew or extend lease upon any terms and for any period or periods of time and to attach, 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 premises 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 assignments or charges of any kind, to release, convey or assign any right, title or interest in or about or 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 such other considerations as it would be lawful for any person owning the same to deal with the same whether similar to or differing 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, mortgaged or otherwise encumbered by said Trustee, or any successor in trust, be obliged to see that the terms of this Trust Agreement 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 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) relying upon or claiming under any such conveyance, lease or other instrument, and 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, and 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 thereof, if any, and binding upon all beneficiaries hereunder, so 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 so that 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

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in any claim, judgment or decree for assisting in or they or its or their agents or attorneys may do or omit to do in or about the said real estate or other the provision of said Trust Agreement or any amendment thereto, or for inputs to persons or property 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 trustee, as Trustee of an express trust and not trustitally (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 corporations, whomever, 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 them or any of them shall be only in the earnings, assets 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, assets and proceeds thereof as a tenant in common, the intention hereof being to vest in said American National Bank and Trust Company 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 Registrar of Titles is hereby directed not to require a 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 conformity with the statute in such case made and provided

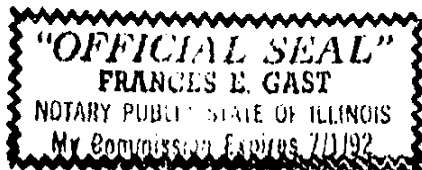
And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that K. V. Troken, personally known to me to be the Vice President of FIRST NATIONAL BANK OF NILES, a corporation of the State of Illinois and Richard T. Smith, Vice President/Cashier personally known to me to be the ~~Assistant Secretary~~ of said corporation, and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of May, 1989.



Frances E. Gast  
Notary Public

Commission Expires: 7-1-92

This instrument was prepared by Theodore T. Lemberis, Esq.;  
One Mid America Plaza, Suite 1000, Oak Brook, Illinois 60181

AFTER RECORDING, MAIL TO:

Alan D. Lev  
Ruttenberg & Ruttenberg  
325 West Huron Street  
Suite 806  
Chicago, Illinois 60610



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## EXHIBIT A

LOTS 12, 13, 14 AND 15 IN BLOCK 2 IN THE SUBDIVISION OF OUTLOT "E" OF WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### Permitted Exceptions

1. General real estate taxes for the year 1989 and all subsequent years, including taxes which may accrue by reason of new or additional improvements during the year 1989 and thereafter;
2. Building Setback Line of 30 feet (from the west lot line) as shown on the Plat of Subdivision.
3. Acts done or suffered by the beneficial owner of the Trust in which the Granter is Trustee, under Trust Agreement, dated November 1, 1989 and known as Trust no. 109793-00

89-546317

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