

UNOFFICIAL COPY

This Indenture With and to the Grantor **KENNETH FLESCH AND SHIRLEY FLESCH**, HIS WIFE

of the County of **COOK** and the State of **ILLINOIS** for and in consideration of **TEN and no/100** Dollars

and other good and valuable consideration in hand paid, Convey and Warrant unto **LaSalle 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 **24th** day of **November** 19 **89** known as Trust Number **114985**, the following described real estate in the County of **COOK** and State of Illinois, to-wit

**Lot 198 in William Deering's Diversey Avenue Subdivision in the South West quarter of the North East quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian.**

**SUBJECT TO: General Real Estate Taxes for the year 1989 and subsequent years and liens and encumbrances, if any, of record and not of record.**

Represents a transaction exempt from taxation under the Chicago Transaction Ordinance by paragraph (e) of Sec. 200.1-2B6 of said ordinance. (e) Section 4, Real Estate Transfer Act and Cook County Ordinance 95101. Sec. (e), Nov. 24, 1989

Prepared By **Paul D. Newey**, Atty at Law #07370

Property Address: **2847 N. Damen, Chicago, IL. 60618**  
Permanent Real Estate Index No. **14-30-220-005-0000 Vol. 491**

*Shirley Flesch*  
XXXXXXXXXXXXXXXXXXXX  
*Shirley Flesch*

**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, enlarge, perfect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of 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, 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 lease, to commence at 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 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 rent, to partition or exchange said property, or any part thereof, for other real or personal property to grant easements, to charge, to lease, convey or assign, to release, to release title or interest in or about or easement appurtenant to said premises or any part thereof, and to do all things necessary to carry out the intent of this indenture and for such other considerations as it would be lawful for any person owning the same to do 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, (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 of 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 limitations," or words of similar import, in accordance with the statute in such cases made and provided.

And the said grantor 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 **24th** day of **November**, 19 **89**

(SEAL) *Kenneth Flesch*  
**KENNETH FLESCH**  
Social Security No. **359-14-5759**

*Shirley Flesch* (SEAL)  
**SHIRLEY FLESCH**  
Social Security No. **359-22-2337**

114985

**Deed In Trust**  
Warranty Deed

Address of Property

2847 N. Damen Avenue  
Chicago, IL. 60618

To  
**Lasalle National Bank**  
Trustee

**UNOFFICIAL COPY**

MAIL TO: PAUL D. NEWBY  
ATTORNEY AT LAW  
1034 W. ALTFELD ST.  
CHICAGO, IL 60614  
Tel. (312) 327-0484

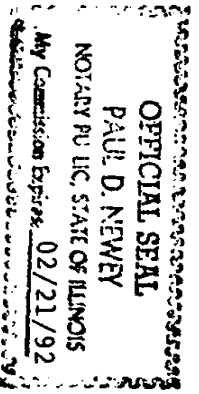
**Lasalle National Bank**  
135 South LaSalle Street  
Chicago, Illinois 60690



89-563434

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.25  
1#3333 TRAN 2308 11/27/89 14:33:00  
#0197 # C #1-89-563434  
COOK COUNTY RECORDER



State of Illinois  
County of Cook

s.s. PAUL D. NEWBY

Notary Public in and for said County, in the State aforesaid, do hereby certify that  
KENNETH FLESCH AND SHIRLEY FLESCH his wife

personally known to me to be the same persons  
whose name s are

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
they signed, sealed and delivered the said instrument as their free and voluntary act.

for the uses and purposes therein set forth, including the release and waiver of the right of homestead  
and seal this 24th day of NOV. A.D. 19 89.

*Paul D. Newby*  
PAUL D. NEWBY  
Notary Public.

89-563434