

TRUSTEE'S DEED
INDIVIDUAL

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

89620530

89620530

(The Above Space For Recorder's Use Only)

GRANTOR, **Capitol Bank And Trust**, an Illinois Banking Corporation, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a certain deed or deeds in trust duly recorded and delivered to said Illinois Banking Corporation in pursuance of a certain Trust Agreement, dated the 26th day of November, 1986, and known as Trust Number 1170, for and in consideration of the sum of Ten and no hundreds Dollars.

(S. 10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto LaSalle National Bank, Trustee under Trust Number 115023, dated December 11, 1989 of 135 South LaSalle Street in the City of Chicago County of Cook, State of Illinois the following described real estate, situated in Cook County, Illinois, together with the tenements and appurtenances thereto belonging, to wit:

Lots 34 to 42 in C.J. Hull Subdivision of Block 26 in Canal Trustee's Subdivision of the Section 7, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

P.I.N.# 17-07-129-024 thru 17-07-129-030

Subject to: Restrictions of record and reservation of easement attached hereto.

This conveyance is made pursuant to direction and with authority to convey directly to the Trust Grantee named herein.

TO HAVE AND TO HOLD the aforescribed property forever.

This deed is executed by the Trustee, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of a deed or deeds in trust duly recorded and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, subject, however, to the liens of all trust deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general taxes and special assessments and other liens and claims of any kind; pending litigation, if any, affecting the said real estate; building, line, building, liquor and other restrictions of record, if any; party walls, party wall rights and party wall agreements, if any; zoning and building laws and ordinances; mechanics' lien claims, if any; easements of record, if any; and rights and claims of parties in possession.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto written, and has caused its name to be signed to these presents by its XXXXXX (Trust Officer) and attested by its (Assistant) (Trust Officer)

this 12th day of December, 1989.

Capitol Bank And Trust

as Trustee, as aforesaid, and not personally.

By John E. Houdcher

(Its XXXX Name) (Trust Officer)

ATTEST: By Deanna K. Crowley

(Assistant) (Trust Officer)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named XXXXXX (Trust Officer) and (Assistant) (Trust Officer) of **Capitol Bank And Trust**, an Illinois banking corporation, Grantor, personally came to me to be

the same persons whose names are subscribed to the foregoing instrument as such (Assistant) (Trust Officer) 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 Illinois banking corporation for the uses and purposes therein set forth; and the said (Assistant) (Trust Officer) then and there acknowledged that he, as custodian of the corporate seal of said Illinois banking corporation, caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as his free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of December, 1989.

" OFFICIAL SEAL "
VICTORIA J. KLOBUKOWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/10/92

Victoria J. Klobukowski

Notary Public

My Commission Expires:

November 10, 1992

MAIL TO:

William J. Cooley

(Name)

464 N. HALSTED Street

(Address)

Chicago, Illinois 60622

(City, State and Zip)

OR RECORDER'S OFFICE BOX NO 333

DOCUMENT PREPARED BY:

Capitol Bank and Trust

4801 W. Fullerton Ave., Chicago, IL 60639

SEND SUBSEQUENT TAX BILLS TO

(Name)

(Address)

ADDRESS OF PROPERTY

2222-30 W. Hubbard Street

Chicago, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED

I hereby declare that the attached deed represents a transaction. Except from taxation under the Chicago transaction tax ordinance by paragraph(s) of said ordinance.

CO. 1
18505



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
STAMP NO. 250.001
AFFIX HERE

033216

REAL ESTATE TRANSACTION TAX
Cook County
STAMP NO. 250.00
11/10/92

DOCUMENT NUMBER

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INDIVIDUAL

**CEX CAPITAL BANK
AND TRUST**

As Trustee under Trust Agreement

To

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 any subdivision 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 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 praesenti or futuro, and upon 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 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 or 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 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 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 obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obligated to see that the terms of this trust have been complied with, or to be obligated to inquire into the necessity or expediency of any act of said trustee, or be obligated 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 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, 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 case made and provided.

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DESCRIPTION OF EASEMENT

Reserving unto the Grantor, its successors and assigns, an easement for ingress and egress in favor of the adjoining lot 43, over the property described herein, to wit:

The East four feet of the North 9.95 feet of Lot 42 in C.J. Hull Subdivision of Block 26 in Canal Trustees Subdivision of the Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, except that portion of the building on Lot 42 which abuts and adjoins Lot 43.

The term and duration of this easement begins on December 18, 1989, and expires on May 30, 1991.

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