

DEED IN TRUST
(WARRANTY)

UNOFFICIAL COPY

89006274

1989 JAN 5 PM 3 06

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(The Above Space For Recorder's Stamp)

7187678-D2

THIS INDENTURE WITNESSETH, that the Grantor COLUMBIA NATIONAL BANK OF CHICAGO, an Illinois corporation of the County of Cook and State of Illinois for and in consideration of the sum of Ten and no/100ths Dollars, (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey S and warrant S unto Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 9th day of January, 1986, and known as Trust Number 1000, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 12 in Block 2 in L.W. Baker's Subdivision of East One-Half of the North One-Half of the South One-Half of the Southwest Quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-04-322-015-0000

529 W 45th St Chicago, IL 60609

1200

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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate, park, streets, highways or alleys and to vacate any subdivision or part thereof and to describe 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 in 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 present and in reversion, by lease to commence in the present or in the 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 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 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 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 would be lawful for any person owning the same to deal with the same, whether similar or different 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, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to see that the terms of the 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 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 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 Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) 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 (d) if the conveyance was made to a successor or successors in trust, that such successor or successors in trust were properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the said Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either individually or as Trustee, or its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person 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 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 an 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 corporations whomsoever and whatsoever shall be charged with notice of the 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, avails and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest, legal or equitable, in or to the trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest, legal or equitable, in or to the trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest, legal or equitable, in or to the trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby directed not to register a note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or any of similar import, in accordance 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 the exemption of homesteads from sale in execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set hand and seal this 5th day of January, 1989 COLUMBIA NATIONAL BANK OF CHICAGO, an Illinois corporation (Seal) Donald V. Versen, Sr., President (Seal) Leon D. Xintaris, Assistant Secretary (Seal)

STATE OF Illinois
COUNTY OF Cook
I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this 5th day of January, 1989

Commission expires 19 NOTARY PUBLIC

Document Prepared By D.W. Babych
ADDRESS OF PROPERTY 529 W. 45th St., Chicago, Illinois 60609
1300 W. Higgins, Suite 200
Park Ridge, IL 60068
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
AFFIX HEREON REVENUE STAMPS HERE
CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE
89006274

UNOFFICIAL COPY

REFUND TO:

GLADSTONE-NORWOOD TRUST & SAVINGS BANK
550 NORTH CENTRAL AVENUE
CHICAGO, ILLINOIS 60610
TELEPHONE 784-8800



TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

GLADSTONE-NORWOOD TRUST
& SAVINGS BANK

Chicago, Illinois

TRUSTEE

Property of Cook County Clerk's Office

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 Donald V. Vernon, personally known to me as President of Columbia National Bank of Chicago, Asst. of an Illinois corporation, and Leon D. Xintaris, secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

89006274

Dec. 12, 1988 Given under my hand and notarial seal this 12 day of

[Signature]
Notary Public

My Commission Expires: May 20, 1990