

DEED IN TRUST

UNOFFICIAL COPY

89023334

This instrument was prepared by: (name) John J. Schaller (address) 361 Frontage, Burr Ridge, IL

The above space for recorder's use only

161389 BL 1042

THE GRANTOR, MID-AMERICA MORTGAGE CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business in the State of Illinois,

of the sum of TEN and no/100 (\$10.00) and other valuable considerations paid, convey and warrant unto MID-AMERICA NATIONAL BANK OF CHICAGO, a national banking association, whose address is Prudential Plaza, Chicago, Illinois 60601, not personally but solely as Trustee under the provisions of a certain Trust Agreement, dated the 6th day of January 1989, and known as Trust

Number 1635, the following described real estate in the County of Cook and State of Illinois, to wit: LOTS 3 AND 4 IN JONATHAN S. PURPLE'S SUBDIVISION OF LOTS 8, 9 AND 10 IN BLOCK 4 IN WASHINGTON HEIGHTS IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 25-07-411-056, Vol. 453

Commonly known as: 10060 S. Prospect, Chicago, Illinois 60435

-89-023334



STATE OF ILLINOIS REAL ESTATE TRANSFER TAX

JAN 17 89 DEPT. OF REVENUE 40.50

TO HAVE AND TO HOLD the said real estate with the appurtenances attached thereto 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 said real estate or any part or parts of it, and at any time or times to: subdivide and straddle; dedicate parks, streets, highways or alleys; locate any subdivision or part thereof; contract to sell, grant, convey or purchase; sell and convey on any terms, with or without amercement, to a successor or successors in trust, grant to each successor or successors all of the title, estate, powers and authorities vested in said Trustee; grant, lease, mortgage, pledge or otherwise encumber all or part of the real estate, to commence in the present or in the future on any term or terms for any period of time, not exceeding 99 years, terms or estate, lease, grant, conveyance or purchase of the whole or any part of the real estate; contract to purchase, grant, lease, mortgage, pledge or otherwise encumber all or part of the real estate; partition or exchange in fee other real or personal property; grant easements, rights of way, and release, covenants or other interests in real estate; or absent of easement appurtenant to it; and to deal with in every way and for such other considerations as would be lawful for any person owning in even though different from the ways above specified.

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 said real estate, or 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 prevented 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 purchasing the real estate therefrom in good faith and for value under any such conveyance, lease or other instrument: (a) that at the time of the delivery thereof the trust instrument hereby 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 therein and in said Trust Agreement and in all amendments thereof, if any, and binding upon all beneficiaries thereof; and (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument, and all of the covenants and conditions made to a successor or successors in trust, that such successor or successors in trust have been lawfully appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of said Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Mid-America National Bank of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, payment or decree for anything other than the acts of their agents or attorneys may do or omit to do as to 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 on or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or created 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 at their attorney-in-fact, herein and may be 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 or liability with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds of the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations who contract and who have contracts 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 or through any of them shall be only in the earnings, profits and proceeds arising from the sale of 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, except such an interest in earnings, profits and proceeds thereof as aforesaid, the attention hereof being to vest in said Mid-America National Bank of Chicago as Trustee at aforesaid and not personally, the entire legal and equitable title in fee simple, in and to all of the said 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 issue any certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitation," or words of any 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, said Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, the 6th day of January, 1989.

ADDRESS CORPORATE SEAL HERE

MID-AMERICA MORTGAGE CORPORATION BY: [Signature] RICHARD COLL

89023334

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 RICHARD COLL personally known to me to be the President of the

ADDRESS NOTARIAL SEAL HERE

MID-AMERICA MORTGAGE CORPORATION and JOHN J. SCHALLER personally known to me to be the Assistant 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 severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument, 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 free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

OFFICIAL SEAL SUSAN R. CLARK NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR 24, 1992

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 6th day of January, 1989. Commission expires March 26, 1992

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE JAN 17 89 607.50 REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE JAN 17 89 40.50

MAIL TO [unclear]

After recording return to Mid-America National Bank of Chicago Prudential Plaza, Chicago, Illinois 60601

10060 S. Prospect, Chgo 60435

12.05

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Property of Cook County Clerk's Office

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