

TRUSTEE'S DEED **UNOFFICIAL COPY** 89376905

This above space for recorders use only

THIS INDENTURE, made this 23 day of June, 19 89, between **COLE TAYLOR BANK/DROVERS**, an Illinois banking association, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 9th day of March, 19 64, and known as Trust No. 64077, party of the first part and

**FIRST AMERICAN BANK OF RIVERSIDE** as Trustee Under Trust #R89-04  
15 Riverside Rd., Riverside, IL. 60546 parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$10.00) and no/100ths dollars, and other good and valuable considerations in hand paid, does hereby Quit Claim and convey unto said parties of the second part, the following described real estate, situated in -Cook County, Illinois, to wit:

Lot 2 in Block 10 in Marquette Ridge, being a Subdivision of the South half of the West half of the North West quarter and the North half of the West half of the North West quarter of Section 22, Township 38 North, Range 13, East of the Third Principal Meridian, (except the East 133 feet thereof) in Cook County, Illinois

COOK COUNTY RECORDER  
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Together with the tenements and appurtenances thereto belonging, TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This Conveyance is made pursuant to direction and with authority to convey directly to the grantee named herein "Trustee". The powers and authority conferred upon said Trustee are recited on Exhibit "A" attached hereto and incorporated herein by reference.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust 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 lines, building, liquor and other restrictions of record; if any; party wall rights and party wall agreements, if any; Zoning and Building Laws and Ordinances; mechanic's lien claims, if any; easements of record, if any; and rights and claims of parties in possession.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Assistant Secretary, the day and year first above written.

COLE TAYLOR BANK/DROVERS  
AS TRUSTEE AS AFORESAID

By [Signature] Trust Officer  
Attest Lucille C. Hart Assistant Secretary

STATE OF ILLINOIS I, the undersigned  
COUNTY OF COOK SS. a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT William M. McShane, Trust Officer

COLE TAYLOR BANK/DROVERS and Lucille C. Hart Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary 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, as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30 day of June, 19 89  
Cynthia A. Crain Notary Public

"OFFICIAL SEAL"  
CYNTHIA A. CRAIN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4-22-93

Exempt under provisions of Section 4, Real Estate Transfer Tax Act.  
Date 7-14-89  
[Signature] (Buyer, Seller or Agent)

This space for affixing riders and revenue stamps

Document Number

893769115

DELIVERY TO:

NAME: First American Bank of Riverside  
STREET: 15 Riverside Road  
CITY: Riverside, IL 60546

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
Mail Tax Bills to:  
Mr. Joseph Barrett, Sr.  
6506 S. Knox Ave.  
Chicago, IL.  
This instrument was prepared by Lucille C. Hart

COLE TAYLOR BANK/DROVERS  
47th Street & Ashland Avenue  
Chicago, Illinois 60609

"AS USED HEREIN, THE TRM "COLE TAYLOR BANK/DROVERS" SHALL REFER TO THE COLE TAYLOR BANK."



OR: RECORDER'S OFFICE BOX NUMBER

200  
24

BOX NO.

Trustee's Deed



COLE  
TAYLOR  
BANK  
DROVERS

As Trustee under Trust Agreement

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"EXISTING"

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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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti 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 terms 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 easement 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 owing 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, 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 be obliged to see that the terms of this 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 (including the Registrar of Titles of said county) 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, in any, and 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 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 condition that neither First American Bank of Riverside, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree of anything it 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 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, avails 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said First American Bank of Riverside the entire legal and equitable title in fee simple, in and to all of the real estate herein 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 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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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