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WARRANTY DEED IN TRUST

90559481

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, HAROLD D. ELLIS, a bachelor

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100---------- 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 COMMUNITY BANK & TRUST COMPANY OF EDGEWATER, a corporation duly organized and existing as a state banking association under the laws of the State of 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 14th day of September 19 90, and known as Trust Number 90-09-545, the following described real estate in the County of Cook and State of Illinois, to-wit

The East 1/2 of Lot 47 and all of Lot 48 in Fricke and Dose's Subdivision of the West 10 acres of the South 20 acres of the North 43.30 acres of the Northwest 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 13-36-106-007

COOK COUNTY RECORDER
90559481 # D *-90-559481
T#2222 TRAN 9504 11/15/90 13:05:00
DEPT-01 RECORDING $13.25

SUBJECT TO covenants, conditions, restrictions of record and general real estate taxes for the year 1990 and subsequent years.

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 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 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 would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways herein specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee in relation to said real estate, or any part thereof, or to whom said real estate 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 real estate, 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, 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 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 all amendments thereof, if any, 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, 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 Community Bank & Trust Company of Edgewater individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for 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 any part thereof 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 is 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 liability hereunder with respect to any such contract, obligation or indebtedness except only to the extent of the trust property in its hands at the time of such liability 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 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 hereby being to vest in said Community Bank & Trust Company of Edgewater the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the aforesaid real estate is now or hereafter registered, the Registrar of Titles is hereby requested to register or note in the certificate of title or duplicate thereof, or memorial, the words "in accordance with the terms and provisions of the trust agreement dated ..... and unto the provisions of said trust agreement" or words of similar import, in accordance with the statute in such case made and provided, and not to issue, transfer or enter any instrument (other than a lease or mortgage) affecting said real estate unless the same shall be in accordance with the terms and provisions of said Trust Agreement or a copy thereof, or any part thereof, be filed with the Registrar of Titles, and the Registrar of Titles is hereby directed to file such Trust Agreement or a copy thereof or any part thereof as evidence that any transfer, charge or other document affecting the registered land is in accordance with the trust intent and meaning of the trust.

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 grantor aforesaid has hereunto set his hand and seal this 16th day of October 1990.

Harold D. Ellis
HAROLD D. ELLIS (SEAL) (SEAL)

State of Illinois
County of Cook ss

I, Roger V. McCaffrey, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HAROLD D. ELLIS, a bachelor personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal, this 16th day of October 1990.

"OFFICIAL SEAL"
Roger V. McCaffrey
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/7/94

Roger V. McCaffrey, Esq.
33 N. Dearborn Street
Suite 1530
Chicago, IL
60602

EDGEWATER
Illinois 60640

3135 W. Belden, Chicago, Illinois

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act and Section 200.1-2(B-4) of Paragraph e of the Chicago Transaction Tax Ordinance.

October 16, 1990

Roger V. McCaffrey, Esq.

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