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DEED IN TRUST  
(WARRANTY)

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH that the Grantor ROOTS OF CHICAGO, A DEVELOPMENT CORPORATION of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN (10.00) Dollars, (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey and Warranty unto Austin Bank of Chicago, an Illinois banking corporation whose address is 8400 W. North Avenue, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under provisions of a certain Trust Agreement, dated the 13th day of JUNE, 1989, and known as Trust Number 6548, the following described real estate in the County of COOK and State of Illinois, to-wit:

The North 1/2 of Lot 3 in block 4 in Merrick's Subdivision of the West 1/2 of the North West 1/4 of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Subject to all covenants, easements and restrictions of record general real estate taxes for 1990 and subsequent years, including all existing building and zoning violations, including case no.s 79 MI-64892 and 87 MI-407504, Circuit Court of Cook County, Illinois

Permanent tax No. 16-09-100-025

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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and in subdivision 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 donate to mortgage, to contract to make lease and to grant options to lease and options to renew lease and options to purchase the whole or any part of the reversion and in any other way and in any other manner respecting the manner of fixing the amount of 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 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 sold, leased or otherwise contracted to be sold, leased or otherwise contracted to be sold, be obliged to see to the application of any purchase money, rent or money borrowed or advanced in 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 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 trust property 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 trusts, 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 sum received 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 us, by or those predecessors in trust.

This conveyance is made upon the express understanding and condition that the trustee, either individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in 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 in the performance of the 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 provided into by the trustee in connection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby expressly 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 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 in said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described, and if the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby directed not to enter 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 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 on execution or otherwise.

IN WITNESS WHEREOF, the Grantor Roots of Chicago, A Development Corporation hereunto set his hand and seal this 22nd day of October, 1990

X Arvin Scott (Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_

STATE OF Illinois  
COUNTY OF Cook

I, Paul S. Shapiro, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Arvin Scott, President of Roots of Chicago, A Development Corp.

personally known to me to be the same person whose name Arvin Scott 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 Notarial Seal this 22nd day of October, 1990

Commission expires 5/1/93 Paul S. Shapiro (Signature)  
NOTARIAL SEAL  
PAUL S. SHAPIRO  
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/1/93

Document Prepared by P. Shapiro  
188 W. RANDOLPH, Chicago, Ill.

ADDRESS OF PROPERTY: 726-B N. PINE AVE., Chicago, Ill.  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED  
SEND SUBSEQUENT TAX BILLS TO \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)

44536 / 7283398 DB 10/21/90

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COOK COUNTY, ILL. 018  
STATE OF ILLINOIS  
REAL ESTATE TRANSACTION TAX  
REVENUE 43.00  
Cook County  
REAL ESTATE TRANSACTION TAX  
2150  
CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
322.50  
DOCUMENT NUMBER 90569539

DOX 333-GG

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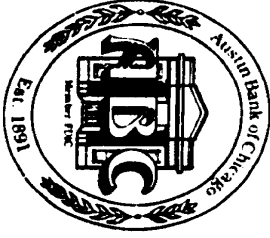
RETURN TO: Austin Bank of Chicago  
6400 W. North Avenue  
Chicago, Illinois 60653

TRUST NO. \_\_\_\_\_

## DEED IN TRUST

(WARRANTY DEED)

TO



TRUSTEE

Property of Cook County Clerk's Office