

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

90606808

The above space for recorder's use only

This Indenture Witnesseth, That the Grantor MOHAMMED M.

NIZAMI and AMEER M. NIZAMI, his wife and RAIES I. NIZAMI

of the County Cook and the State of Illinois for and in consideration of

CASH AND NO/100 (\$10,000) Dollars,

and other good and valuable consideration in hand paid, Convey and Warranty

unto COLE TAYLOR BANK an Illinois banking association, of 330 E. Dundee Road, Wheeling, Illinois, its successor or successors as

Trustee under the provisions of a Trust agreement dated the 28th day of November 1990 known

as Trust Number 90-1087 the following described real estate in the County of Cook

and State of Illinois, to wit:

Lots 44 to 48 inclusive in Block 12 in Lee's Subdivision of the West 1/2 of the South East 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, Cook County, IL

Permanent Real Estate Index No. 20-20-416-035 Common Address 1155-57-59 W. 69th St., Chgo

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to execute any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in perpetuity, or for a term, by leases to commence in present or in 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 any lease 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 premises and to contract respecting the manner of using the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, in kind or in part, or for any other purpose or purposes, to release, convey or assign any right, title or interest in or about or incident appurtenant to said premises or any part thereof, and to release, convey or assign any right, title or interest in or about or incident appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it 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 in relation to said premises or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, 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 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 execution 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 any amendment thereof and binding upon all beneficiaries hereunder, (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.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, dividends 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, dividends and proceeds thereof as aforesaid.

If the title to any of the above lands 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 cases made and provided.

And the said grantor S hereby expressly waive and release any and all rights or benefit under and by virtue of all 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 S aforesaid have hereunto set their hands and seal

this 5th day of December 1990
MOHAMMED M. NIZAMI (SEAL) x AMEER M. NIZAMI (SEAL)
RAIES I. NIZAMI (SEAL)

State of Illinois
County of Cook
I, the undersigned, a Notary Public in and for said County, the state aforesaid, do hereby certify that MOHAMMED M. NIZAMI and AMEER M. NIZAMI, his wife, and RAIES I. NIZAMI

OFFICIAL SEAL LUCILLE C. HART Notary Public, State of Illinois My Commission Expires 7/19/92

personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 December 1990

Lucille C. Hart Notary Public

Return to: COLE TAYLOR BANK Box 138

This instrument was prepared, Mohammed M. Nizami 4940 Church St., Skokie, IL

Grant under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act Date: 12-5-90

This space for affixing notary's seal

Purchase/Recorder Number 90606808

1300

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-61 RECORDING \$13.00  
T#2222 TRAN 1025 12/13/90 12:41:00  
#3174 # B \* -90-606808  
COOK COUNTY RECORDER

*Good*

COLE  
TAYLOR  
BANK

TO

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\_\_\_\_\_

ADDRESS OF PROPERTY

WARRANTY DEED

**Deed in Trust**

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