

DEED IN TRUST UNOFFICIAL COPY 90060142

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JAMES J. DREW, JR., a Bachelor of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey - and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of January 19 90, and known as Trust Number 90-3872, the following described real estate in the County of Cook and State of Illinois, to-wit:

THE SOUTH 29.6 FEET OF LOT 6 AND LOT 7 (EXCEPT THE SOUTH 19.4 FEET THEREOF) IN AVENUE HOMES SUBDIVISION PHASE 5 BEING A SUBDIVISION OF LOTS 1 TO 17, BOTH INCLUSIVE, IN BLOCK 34 IN WHITFORD'S PART OF SOUTH CHICAGO, A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE SOUTH CHICAGO SOUTHERN RAILROAD, (EXCEPT THE DESIGNATED STREETS OR ALLEYS ON THE NORTH AND WEST SIDES OF THIS TRACT, AND EXCEPT THAT PART FALLING IN WHITFORD'S SUBDIVISION AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

PTN: 26-20-123-30 PA - 11725 S. EWING AVE., Chicago, IL 60617

TO HAVE AND TO HOLD the aforesaid 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 execute any subdivision map hereof, and to repurchase 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, power 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding the term 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 any lease 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 of various kinds, to release, convey or assign any right, title or interest in any part of 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 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 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 in any way to interfere with 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, deed or other instrument (at that 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 thereafter, (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 the, his or their predecessor or predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither Heritage Trust Company, 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 or anything of the kind 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 amendments thereof, 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 beneficiary or under said Trust Agreement as their agent or trustee, 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 whatsoever and whomever 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, profits 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 earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Heritage Trust Company 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 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 to issue the words "in trust," or upon condition, or "with limitation," 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the Grantor aforesaid has hereunto set HIS hand and seal this 12th day of January 19 90. JAMES J. DREW, JR. (SEAL)

STATE OF Illinois, County of Cook. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES J. DREW

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 seal this 13th day of January 19 90. Patricia A. Kelly, Notary Public. My commission expires 3/12/91.

GRANTEE: HERITAGE TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

For information only insert street address of above described property.

Vertical text on the left margin: I hereby declare that the attached deed represents a transaction exempt from taxation under the Chicago transaction tax ordinance by paragraph (e) of Section 200.1-236 of said ordinance. This Document Prepared By: Fred R. Iiarbecke, 134 N. LaSalle Suite 2222 Chicago, Illinois 60607

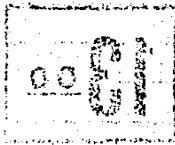
Vertical text on the right margin: Exempt under provisions of Paragraph e, Section 4 of the Chicago Transaction Tax Act. Document Number 90060142

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CLERK OF COOK COUNTY

COOK COUNTY CLERK'S OFFICE
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