

UNOFFICIAL COPY

30072067

TRUSTEE'S DEED IN TRUST

FORM 3631

DEPT. OF REVENUE JAN - '90

500.00

THIS INDENTURE, made this 7th day of February, 1990, between WESTBANK/NAPERVILLE, a corporation duly organized and existing as an Illinois banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Illinois banking corporation in pursuance of a certain Trust Agreement, dated the 8th day of June, 1988, and known as Trust Number 88-052, party of the first part, and Aetna Bank

as Trustee under the provisions of a certain Trust Agreement, dated the 29th day of January, 1990, and known as Trust Number 10-4264, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

The East 50 feet of Lot 6 in Tatge's Subdivision of Lot 21 in Tatge's Subdivision of part of the West 1/2 of Block 28 in Canal Trustee's Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Address of Property: 1428-32 W. Chicago, Chicago, Illinois

Permanent Index Number: 17-05-326-026

together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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 or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction 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, including the authority to convey directly to the Trustee grantees named herein, and of every other power and authority therein enabling the said party of the first part to execute this deed, and of every other power and authority therein enabling the said party of the first part to execute this deed, and of every other power and authority therein enabling the said party of the first part to execute this deed, and of every other power and authority therein enabling the said party of the first part to execute this deed.

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 one of its Trust Officers and attested by its Assistant Trust Officer, the day and year first above written.

WESTBANK/NAPERVILLE as Trustee, as aforesaid, and not personally.

By Fredric L. Karl, Trust Officer

Attest Ruth E. Mencotti, Assistant Trust Officer

STATE OF ILLINOIS ss. COUNTY OF DuPage

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer and Assistant Trust Officer of the WESTBANK/NAPERVILLE, an Illinois banking corporation, known personally to me to be the same persons whose names are subscribed to the foregoing instruments as such Fredric L. Karl and Ruth E. Mencotti, Trust Officer and Assistant Trust Officer 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 and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Illinois banking corporation caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand Notary Seal.

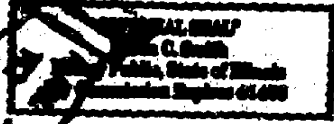
Date February 7, 1990

Notary Public Karen C. Smith

THIS INSTRUMENT PREPARED BY:

Carla D. Wilson

WESTBANK/NAPERVILLE, P.O. BOX 355, WASHINGTON AND GARTNER ROAD, NAPERVILLE, ILLINOIS 60566



RETURN TO: RONALD L. WASHINGTON, 77 W. WASHINGTON ST., CHICAGO, IL 60601

For information only insert street address of above described property.

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX

STATE OF ILLINOIS REAL ESTATE TRANSACTION TAX

STATE OF ILLINOIS REAL ESTATE TRANSACTION TAX

UNOFFICIAL COPY

1532

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DEPT-01 RECORDING 142222 TRAM 4321-02/13/90 15:37:00 \$13.25  
CDBK COUNTY RECORDER #8730 \* -90-072067

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.

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, 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said WESTBANK/NAPERVILLE the entire legal and equitable title in fee simple, in and to all of the real estate above described.

This conveyance is made upon the express understanding and condition that neither WESTBANK/NAPERVILLE, 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 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, 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, or 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 shall be charged with notice of this condition from the date of the filing for record of this Deed.

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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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, powers, rights, duties and obligations of its, his or their predecessor in trust.

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, to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, 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 and to lease and to subdivide, from time to time, in portion or reversion, by leases to commence in part or in whole, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise, the term of years therein, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or terminate the same, and the terms and provisions hereof 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 lease, 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 owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

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