

UNOFFICIAL COPY

91456078

91456078

0-82-73-12-571

THIS INDENTURE, Made this 7th day of August 19 91 between ITASCA BANK & TRUST CO., 308 W. Irving Park Road, Itasca, Illinois 60143, an Illinois Corporation, as Trustee under the provisions of a deed or deeds in trust to said bank in pursuance of a trust agreement known on its records as Trust No. 10850 - Dtd. 8-16-90, party of the first part, and Itasca Bank & Trust Co. As Trustee U/T #10937 - Dtd. 8-6-91

The above space for recorder's use only

308 W. Irving Park Road, Itasca, Il.

part y of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of -----Ten and no/100 (\$10.00)-----Dollars, and other good and valuable considerations in hand paid, does hereby convey unto said party(ies) of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE ATTACHED RIDER & EXHIBIT "A"

Property of Cook County Clerk's Office

COOK COUNTY ILLINOIS

1991 SEP 4 PM 3 22

91456078

This Document Prepared by: Jack Mensching 308 W. Irving Park Rd. Itasca, Illinois 60143

14.00

together with the tenements and appurtenances thereunto belonging;

TO HAVE AND TO HOLD the same unto said party(ies) of the second part, and to the proper use, benefit and behoof forever of said party(ies) of the second part.

SUBJECT TO All unpaid taxes and special assessments, if any, and any easements, encumbrances and restrictions of record.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage conveying the above described premises (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Assistant Secretary, the day and year first above written.

Itasca Bank & Trust Co. B

As Trustee as aforesaid

By Judith C. Rogers Trust Officer

Attest: James A. Addington Assistant Secretary

State of Illinois COUNTY OF (DuPage) SS.

I, the undersigned, A NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Trust Officer of the ITASCA BANK & TRUST CO., and the above named Assistant Secretary of said Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary 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 Association, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Association, did affix the said corporate seal of said Association to said instrument as his own and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth

OFFICIAL SEAL GIVEN under my hand and Notarial Seal this 7th day of August 19 91. My Commission Expires 8/3/92

John M. Tripper Notary Public

Please Mail to:

Mail subsequent tax bills to:

ITASCA BANK & TRUST CO. 308 W. IRVING PARK RD. ITASCA, ILL. 60143

BOX 333-

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX RECEIPT 292.50 148.25

91456078

DEED

Itasca Bank & Trust Co. II
As Trustee under Trust Agreement

TO

PARCEL 1:
LOT 3 IN F. R. MCKENZIE JUNIOR'S HANOVER TERRACE SUBDIVISION,
BEING A SUBDIVISION OF PARTS OF SECTION 35 AND SECTION 36,
TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON THE PLAT OF
F. R. MCKENZIE JUNIOR'S HANOVER TERRACE SUBDIVISION RECORDED
MAY 16, 1969 AS DOCUMENT 20842837 AND REFERRED TO IN
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED
OCTOBER 16, 1969 AND RECORDED NOVEMBER 19, 1969 AS DOCUMENT
21017098 AND AS AMENDED BY DOCUMENT 8462067 AND AS CREATED
BY AN INSTRUMENT WITH PLAY OF EASEMENTS MARKED "EXHIBIT A"
ATTACHED THERETO AMENDING THE PLAT OF HANOVER TERRACE
SUBDIVISION RECORDED APRIL 10, 1970, AS DOCUMENT 21132384 FOR
INGRESS AND EGRESS, DRIVEWAY AND PARKING OVER THE "EASEMENT
AREAS" DEPICTED ON THE PLAT OF EASEMENTS MARKED "EXHIBIT A"
ATTACHED TO DOCUMENT 21132384 (EXCEPT THAT PART FALLING IN
PARCEL 1), ALL IN COOK COUNTY, ILLINOIS, AND COMMONLY KNOWN
AS 2320 GLENDALE TERRACE, HANOVER PARK, ILLINOIS.

PERMANENT TAX NUMBER: 06-36-311-013-0000
COMMONLY KNOWN AS 2320 GLENDALE TERRACE, HANOVER PARK,
ILLINOIS 60103

Property Office

Property Office

"EXHIBIT A"

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED AND INCORPORATED HEREIN BY REFERENCE.

THIS DEED IS EXECUTED PURSUANT TO AND IN THE EXERCISE OF THE POWER AND AUTHORITY GRANTED TO AND VESTED IN SAID TRUSTEE BY THE TERMS OF SAID DEED IN TRUST DELIVERED TO SAID TRUSTEE IN PURSUANCE OF THE TRUST AGREEMENT ABOVE MENTIONED.

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein set in said trust agreement as 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 public streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide 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, power and such duties 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 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 in the case of any single lease 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 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 property, 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 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 to the application of any purchase money, rent, or money borrowed or advanced on said premises, 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 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 some amendment thereof, 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, appurtenances, duties and obligations of it, his or their predecessor or trustees.

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, yields 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 in such, but only an interest in the earnings, yields 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 pass 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.---