

DEED IN TRUST

UNOFFICIAL COPY

1991 4 16 3 2 51456325

This instrument was prepared by:
(name) Laszlo Boldizar, Attorney
(address) 6121 N. Sheridan Road
Chicago, IL 60660

The above space for recorder's use only

THE GRANTOR, ST. AUGUSTINE COLLEGE

of the County of Cook and State of Illinois, in consideration of TWENTY and no/100 Dollars, and other valuable consideration: paid, Convey and Warranty unto MID-AMERICA NATIONAL BANK OF CHICAGO, a national banking association, whose address is Prudential Plaza, Chicago, Illinois 60601, not personally but solely as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of May 1991, and known as Trust Number 1778, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 31, 32, 33 and 34 in B.F. Jacob's Subdivision of Block 3 in Jacob's and Burchell's Subdivision of the South 16 and 2/3 Acres of the East 1/3 of the West 1/2 of the Northeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Tax No. 13 35-232-011

DEPT-01 RECORDING 113.29
175555 TRAN 7456 09/14/91 14:16:00
\$3780 + E * -91 456325
COOK COUNTY RECRODER

This Transaction Exempt Under Paragraph E Of The Real Estate Transfer Act.

TO HAVE AND TO HOLD the said real estate with the appurtenances attached thereto 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 said real estate or any part or parts of it, and at any time or times to, subdivide and redivide, dedicate parks, streets, highways or alleys; vacate any subdivision or part thereof; contract to sell; grant options to purchase; sell and convey on any terms, with or without consideration; convey to a successor or successors in trust; grant to each successor or successors all of the title, estate, powers and authorities vested in said Trustee; discharge, mortgage, pledge or otherwise encumber; execute leases in possession or reversion; to commence in the present or in the future on any terms, for any period of time, not exceeding 99 years; renew or extend leases upon any terms and for any periods of time; amend, change or modify leases; contract to execute leases; grant options to lease and options to renew leases; grant options to purchase the whole or any part of the reversion; contract with respect to the manner of fixing the amount of present or future rentals; partition or exchange in fee either real or personal property; grant easements or charges of any kind; release, convey or assign any right, title or interest in or about or easement appurtenant to it; and to deal with in every way and for such other considerations as would be lawful for any person owning it even though different from the ways above specified.

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, or directed 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 moneys bestowed 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 Tolls 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 Agreement and hereby 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 therein and in said Trust Agreement and in all amendments thereof, if any; and binding upon all beneficiaries thereof; (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, and interests, duties and obligations of it, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Mid-America National Bank of Chicago, 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 done by it or its or its 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 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 at their attorney-in-fact, hereby first duly appointed for such purposes, or at the direction 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 they 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 it or any of them shall be only in the earnings, avails 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Mid-America National Bank of Chicago, as Trustee as aforesaid and not personally, 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 Tolls is hereby directed not to issue a certificate 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 exemption of homesteads from sale on execution or otherwise.

The grantor ST AUGUSTINE COLLEGE hereby sets his hand and seal this 16th day of May 1991. ST. AUGUSTINE COLLEGE (seal) Dr. Carlos A. Plasas, President (seal)

STATE OF Illinois, I, Laszlo Boldizar, Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Dr. Carlos A. Plasas, President of ST. AUGUSTINE COLLEGE

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 waive of the right of homestead.

GIVEN under my hand and notarial seal this 16th day of May 1991. Laszlo Boldizar

My commission expires April 15, 1992

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires 4/15/92

After recording return to
Mid-America National Bank of Chicago
Prudential Plaza, Chicago, Illinois 60601

3401 West McLean, Chicago

For information only insert street address of above described property.

This space for affixing Notary and Revenue Stamps

1456325

Handwritten signature and initials

-91-456325

Document Number

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Property of Cook County Clerk's Office

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