

UNOFFICIAL COPY

SEP 20 PM 1:15 91488830

TRUSTEE'S DEED

91488830

Form 2459 Rev. 5-77

Individual

The above space for recorders use only

THIS INDENTURE, made this 18<sup>th</sup> day of SEPTEMBER, 1991, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 national banking association in pursuance of a certain Trust Agreement, dated the 23RD day of FEBRUARY, 1990, and known as Trust Number 110458-04 party of the first part, and CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 3, 1991 & KNOWN AS TRUST NUMBER 1095012 party 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 grant, sell and convey unto said parties of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

LOTS 20, 21 AND LOT 22 (EXCEPT THE SOUTH 15 FEET THEREOF) IN BLOCK 1 IN O'TOOLE'S CALUMET CENTER SUBDIVISION IN THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13<sup>00</sup>

PIN # 25-15-412-013-0000

together with the tenements and appurtenances thereunto belonging.

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

CITY OF CHICAGO RECEIVED DEEDS & MORTGAGES DEPT. OF RECORDS & CLERK 900.00

CITY OF CHICAGO RECEIVED REAL ESTATE TRANSACTION TAX DEPT. OF RECORDS & CLERK 187.50

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to 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, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all duly deeds and/or mortgages upon said real estate, if any recorded or registered in said county.

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 Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and our personally.



By: [Signature] Vice President
Attest: [Signature] Assistant Secretary

STATE OF ILLINOIS, COUNTY OF COOK

THIS INSTRUMENT PREPARED BY

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ILLINOIS

I, the undersigned, a Notary Public in and for the County and State of record, DO HEREBY CERTIFY, that the above named NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A National Banking Association, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President 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 National Banking Association for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said National Banking Association caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary Seal. My Comm. Expires 12-31-92

Date 9-18-91 [Signature] Notary Public

DELIVERY INSTRUCTIONS

L THOMPSON 9726 SOUTH CHARLES STREET CHICAGO, ILLINOIS 60643

OR

RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

10949-51 S. Vernon Chicago, IL 60642

STATE OF ILLINOIS REAL ESTATE TRANSACTION TAX Cook County 72.50 91488830

# UNOFFICIAL COPY

## "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 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 parts, 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 mortgagee or mortgagees on trust and to grant to such mortgagee or mortgagees in trust all of the title, estate, powers and authorities vested in said trustee, to demise, 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 possession 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 such 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 amount of fixing the amount of present or future rent to be paid in or to exchange said property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or 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 a 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 enquire 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 thereon 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 said 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 trustee or trustees in trust.

The interest of each and every beneficiary hereunder and of all persons claiming or due them or any of them shall be only in the earnings, rents 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, rents 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.

91488830

Office