

## UNOFFICIAL COPY 696505166

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This Indenture Witnesseth: That the grantors, Robert GARLAND  
AND CORDIA GARLAND, HIS WIFE  
OF 415 EAST STONE

of the City of VILLAGE OF LYONS County of DUPAGE and State of Illinois, for,  
and in consideration of TEN AND 10/100 (\$10.00) DOLLAR.  
and other valuable consideration paid, convey \_\_\_\_\_ and REVERT  
unto BANK OF LYONS, 8601 W. Odgen Ave. Lyons, Ill. 60534, a corporation of Illinois, as Trustee under the  
provisions of a Trust Agreement dated the 5TH day of SEPTEMBER  
A.D. 1991, known as Trust Number 3883 the following described real estate in  
the County of Cook and State of Illinois

14<sup>00</sup>

(See Legal Description Attached)

COMMONLY KNOWN AS 3403 WEST 48TH PLACE  
CHICAGO, ILLINOIS 60632  
P.I.N. # 1B-11-200-027-0000

To have and to hold the real estate with its appurtenances upon the trust 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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, highways or alleys, and to vacate any subdivision or part thereof, and to resubdivide 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 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 leases to commence in present or 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 100 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 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, 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 moneys borrowed or advanced on said property, 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 property shall be conclusive evidence in favor of every person (including the Register 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, 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, rights, powers, authorities, duties or obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Bank of Lyons, 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 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, or for any improvident conveyances, 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 purpose, 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 whomever 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 of all persons claiming under 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, the intention hereof being to vest in said trustee the entire legal and equitable title in fee simple in and to all the real estate above described.

And said grantor... hereby expressly waive... and release... any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and signatures.

24th day of September, 1991

Robert Garland  
(Robert Garland)

[SEAL]  
[SEAL]

Cordia Garland  
(Cordia GARLAND)

16/12/91  
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State of Illinois,  
COUNTY OF COOK

D. PAGE

ss. A NOTARY PUBLIC in and for said County in the State aforesaid, DO  
HEREBY CERTIFY, that ROBERT GORIAND & -  
Conrad Goriand, His wife

Alb

personally known to me to be the same person, whose name: S. ORA  
subscribed to the foregoing instrument, appeared before me this day in  
person, and acknowledged that THEY signed, sealed and delivered  
the said instrument as THEIR 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 any Notarial Seal this 3/30/94 day  
of September A. D. 19<sup>94</sup>

My Commission expires

1/30/94

Notary Public

"OFFICIAL SEAL"  
GLENN R. HAAS

Notary Public, State of Illinois  
My Commission Expires 1/30/94

91505166

Prepared By: Glenn R. Haas, Atty. at law  
55 East Park Blvd.  
P.O. Box 327  
Villa Park, IL 60181

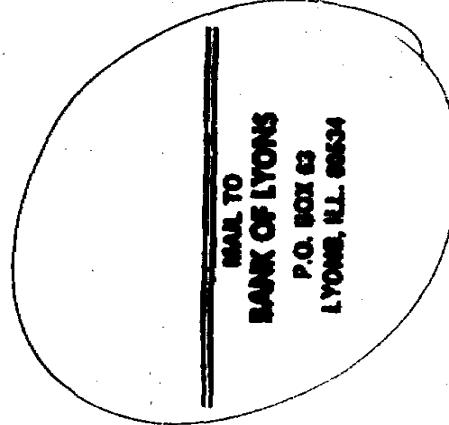
DEED IN TRUST

10

BANK OF LYONS

UNDER TRUST AGREEMENT

MURKIN



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## EXHIBIT "A"

### LEGAL DESCRIPTION

ALL THAT PART OF THE NORTH EAST  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1353.0 FEET WEST OF THE EAST LINE and 913.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTH EAST  $\frac{1}{4}$  OF SECTION 11; THENCE WEST ON A LINE PARALLEL WITH AND 913.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTH EAST  $\frac{1}{4}$  OF SECTION 11, A DISTANCE OF 137.0 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH AND 1490.0 FEET WEST OF THE EAST LINE OF SAID NORTH EAST  $\frac{1}{4}$  OF SECTION 11, A DISTANCE OF 106.90 FEET TO A POINT OF CURVE; THENCE SOUTHEASTELY ON A CURVE TANGENT TO LAST DESCRIBED LINE AND CONVEX TO THE SOUTH WEST WITH A RADIUS OF 241.00 FEET, A DISTANCE OF 271.02 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 1353.0 FEET WEST OF THE LAST LINE OF SAID NORTH EAST  $\frac{1}{4}$  OF SECTION 11; THENCE NORTH OF LAST DESCRIBED LINE 123.66 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Commonly known as: 3401 W. 45th Place ✓  
Chicago, Illinois

P.I.N. # 19-11-200-027-0000

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