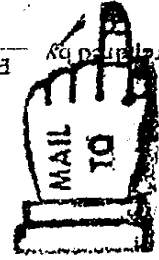


UNOFFICIAL COPY

RECORDERS OFFICE, COOK COUNTY, ILLINOIS

13
95
Chicago, Ill. 60603
4114 W. 63rd St
Florence M. Viola
Chicago, Ill. 60639
8845 W. 58th St
Harvey Moskowitz
Chicago, Ill. 60639

MAIL TO
Name
Address
City, State and Zip



This instrument was prepared by PIERCE & ASSOC., 18 S. MICHIGAN AVE., 1200, CHICAGO, IL 60603

Attest: *[Signature]*
Assistant Secretary
Stan Olson
VICE President

By: *[Signature]*
CAL. FED. MORTGAGE COMPANY
(Name of Corporation)

-91-028203

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 its VICE President, and attested by its ASSISTANT Secretary, the day and year first above written.

Permanent Real Estate Index Number(s): 19-14-125-006 + 007
Address(es) of real estate: 3845 W. 58th Street, Chicago, IL 60629-3848

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, or, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, ITS heirs and assigns forever.

AND the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, ITS heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to:

THIS DOCUMENT IS BEING RE-RECORDED FOR THE PURPOSE OF AVOIDING THE TRUSTEE'S AWE AND AUTHORITY WITH RESPECT TO THE REAL ESTATE WHICH IS FOUND ON PAGE 2 HEREOF. 90458188

LOTS 18 AND 19 IN BLOCK 27 IN JAMES H. CAMPBELL'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INDENTURE, made this 14th day of August, 1989, between CAL. FED. MORTGAGE COMPANY, AS TRUST NUMBER 89-8-5 TRUST AGREEMENT DATED AUGUST 8, 1989 AND KNOWN AND GARFIELD RIDGE TRUST & SAVINGS BANK UNDER business in the State of ILLINOIS and duly authorized to transact the State of ILLINOIS a corporation created and existing under and by virtue of the laws of

part, for and in consideration of the sum of \$10,000 Rep. Dollars and no/100s party of the second part, WITNESSETH, that the party of the first party of the second part, into the party of the second part, and to ITS heirs and assigns, FOREVER, all the following AND CONVEY unto the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of DIRECTORS of said corporation, by these presents does REMISE, RELEASE, ALIEN

described real estate, situated in the County of COOK and State of Illinois known and described as follows, to wit:

DEPT-01 RECORDING 146666 TRAN 1871 10/11/90 10:51:00
COOK COUNTY RECORDER 49976 H * -90-498188
DEPT-01 RECORDING 146666 TRAN 1871 10/11/90 10:51:00
COOK COUNTY RECORDER 49976 H * -90-498188
Above Space for Recorder's Use Only

90458188
91028203
NO. 803
FEBRUARY, 1985
SPECIAL WARRANTY DEED
(Corporation to Individual)
(Illinois)
9 0 4 9 8 1 8 8

2126735 PAC

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

GEORGE E. COLE
LEGAL FORMS

P2
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TO HAVE AND TO HOLD the said real estate with the appurtenances, 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 the real estate or any part of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate 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 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 said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the 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 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 real estate, 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 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 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 money borrowed or advanced on the trust property, or be obliged to see that the terms of the 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 trust property 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (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 and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, neither 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, 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 or the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby expressly provided for such purposes, 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 said 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 and whatsoever 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 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 the use or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, and the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property hereunder is hereafter registered in the Register of Deeds of Cook County, Illinois, it is to be registered or note in the certificate of title or duplicate thereof or memorial, the same, "in trust", or "upon condition" or "with limitations", or words of similar import, in accordance with the statute in each case made and provided.

And the said Grantor hereby expressly waives and releases any and all right or benefit he or she may be entitled to under any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

Cook County Clerk's Office

91028203