

THIS INDENTURE WITNESSETH, That the Grantor, G & R INVESTMENTS, by RICHARD BALIN, d/b/a G & R INVESTMENTS

of the County of COOKE and State of Illinois, for and in consideration of the sum of Ten and No/100ths - - - - - Dollars (\$ 10.00----), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant to unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 26th day of January 1986, and known as Trust Number BG-01-4909, the following described real estate in the County of COOKE and State of Illinois, to-wit:

Lot 49 In the Resubdivision of Block 21 (except Lot 3 and part thereof taken for Randolph Street) in West Chicago Land Company's Subdivision of the South Half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

13⁰⁰

Permanent Index No. 16-10-323-007

Commonly known as 4409 W. Maypole, Chicago, IL 60624

SUBJECT TO

This Property Does Not CONSTITUTE AN ESTATE IN GRANTOR

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 to improve, manage, protect, and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys and to erect any subdivision or structures, and to resubdivide and retitle same or otherwise, to contract to sell, to grant options to purchase, to assign the title, to convey either with or without restrictions, to convey said real estate or any part thereof to a successor or successors in trust, and to make such transfers, assignments, or otherwise, to convey, lease, or assign said real estate, or any part thereof, from time to time, in whole or in part, by sale, assignment, conveyance, or otherwise, to subdivide said real estate, or any part thereof, and upon any terms and for any period or periods of time, but always so that the said any single division the terms of the parts, 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 provisions thereof at any time or times hereafter, to contract to make leases and to grant leases or options to renew leases and options to purchase the whole or any part of the easement and to construct, regrade, or maintain or alter the amount of roads and easements and options to purchase or to exchange said real estate, or any part thereof, for other roads or easements or changes of any kind, to partition or to exchange said real estate, or any part thereof, for other roads or easements or changes of any kind, to release, cancel or assign any right, title or interest in or about or upon said property to grant encumbrances or charges of any kind, to deal with said real estate and every part thereof, for other roads or easements or changes of any kind, and to own the same to deal with the same, whether similar to or different from the same above described, at any time or times hereafter, in the name of the person in whose name the same shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or in 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 pay to the application of any purchase money, rents or money borrowed or advanced on behalf of said 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 convenience of any act of said Trustee, or be obliged or compelled to inquire into any of the terms of said Trust Agreement, and extra fees, costs, charges, expenses, losses or other instruments 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 heirs, executors, or administrators) relying upon or claiming under any such conveyance, instrument, or other instrument, that at the time of the execution thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, but 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 all amendments thereto, and any, and binding upon all beneficiaries hereunder, for 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 (2) 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 it, his or their successors in trust.

This conveyance is made upon the express understanding and condition that neither the Midwest Bank and Trust Company, individual, nor its successors 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, under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property occurring in or about said real estate, 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 enforced against 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 Trustees, 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 as far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment of any debts hereof therefrom). All persons and corporations whosoever 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 products arising from the title or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiaries 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, avails and products thereof unattached, the intention hereof being to give to said Midwest Bank and Trust Company 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 Titles is hereby directed not to register or note similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal this 15th day of March, 1991 G & R INVESTMENTS

This instrument prepared by:

RICHARD D. GLICKMAN (SEAL) BY: *Richard Balin* (REAL) Richard Balin, d/b/a G & R (INCR)

111 W. Washington, Chicago, IL 60602 (SEAL) INVESTMENTS

State of Illinois County of COOKE } ss.

I, *Richard D. Glickman*, Notary Public in and for said County, in the state aforesaid, do hereby certify that G & R INVESTMENTS, by RICHARD BALIN, d/b/a G & R INVESTMENTS,

OFFICIAL SEAL

RICHARD D. GLICKMAN
Notary Public, State of Illinois
My Commission Expires 1/22/91

personally known to me to be the same person whose name is *Richard D. Glickman*, Notary Public in and for said County, in the state aforesaid, do hereby certify that G & R INVESTMENTS, by RICHARD BALIN, d/b/a G & R INVESTMENTS,

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 waiver of the right of homestead.

Given under my hand and notarial seal this 15th day of March, 1991.

Notary Public

1409 W. Maypole

Chicago, IL 60624

For information only insert street address of above described property.

BOX 333

Midwest Bank and Trust Company
Elmwood Park, Illinois

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

** * *
DEPT OF 10.00
REVENUE
TAXES

22089

REVENUE
STAMP REVENUE
TAXES

0.50
TAXES

53670

REVENUE
TAXES

75.00
TAXES

51129268

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX

UNOFFICIAL COPY

Property of Cook County Clerk's Office
91129288

1991 APR 22 PM 2:11
COOK COUNTY CLERK'S OFFICE