

UNOFFICIAL COPY

DEED IN TRUST

S1236058

DEPT-01 RECORDING

T44446 TPAH 5628 05/17/91 13:05:00
41800 1-236058
1300 1-236058
1300 1-236058

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

PATRICIA N. MACKLIN, a widow

of the County of Cook and State of Illinois, for and in consideration
of the sum of Ten and no/100ths 10.00 Dollars (\$10.00).in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey S. and
Warrant S. unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a
certain Trust Agreement, dated the 7th day of May, 1991, and known as Trust Number 1-1963,the following described real estate in the County of Cook and State of Illinois, to-wit:
Lot 8 in Scottsdale 1st Addition being Raymond L. Lutgert's Resubdivision of
part of the East 1/2 of Lot 5 in the Assessor's Subdivision of Section 34 and
the North 1/2 of Section 32, Township 38 North, Range 13 East of the Third
Principal Meridian and part of the East 1/2 of the Lot 3 in the Subdivision
of Lot 4 in the aforesaid Assessor's Subdivision also Lots "D" and "E" in
Scottsdale being Raymond L. Lutgert's Subdivision of part of the East 1/2 of
said Lot 5 in Assessor's Subdivision according to the Plat thereof recorded
March 18, 1952 as Document #15297457 in Cook County, Illinois.*CONTINUED ON BACK PAGE
P.L.N. 19-34-113-008 c/k/as: 4625 West 82nd Place, Chicago, IL 60652

TO HAVE AND TO HOLD the said real estate with all 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 in any part thereof, to dedicate part of streets, highways or alleys and to vacate any subdivision of part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell in 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 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 1-8 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, assign, or assign any right, title or interest in or about or easement 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 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, to him or to her to see that the application of any purchase money, rent of money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be bound 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 law of every person including the Registrar 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 trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and 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 his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Bridgeview Bank and Trust Company individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any legal judgment and decree for any and all of their or its or their agents or attorneys may do or omit to do or for about the said real estate or under the provisions of this Deed-in-Trust Agreement or any amendment thereto, in respect of any and all personal 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, and all such benefits, rights, under this Indenture and by this Trust Agreement as his attorney in fact, are hereby irrevocably appointed 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 the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof. All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing or record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under him 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 Bridgeview 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 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, Patricia N. Macklin, hereby expressly waive and release any and all claim 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.

In Witness Whereof, the grantor Patricia N. Macklin, alreadysigned her hand and seal 1991 May 7th day of

X Patricia N. Macklin (SEAL) (SEAL) (SEAL)

STATE OF Illinois, the undersigned, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that

PATRICIA N. MACKLIN, a widow

personally known to me to be the same person whose name appeared before me this day, in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 7th day of May, A.D. 1991.

Lida Marinka

Notary Public

My commission expires

GRANTEE:

BRIDGEVIEW BANK AND TRUST COMPANY
7940 South Harlem Avenue - Box 206
Bridgeview, Illinois 60455

This instrument was prepared by
Peter E. Haleas, Attorney at Law
7940 South Harlem Avenue
Bridgeview, Illinois 60455

Exempt under provisions of paragraph E,
section 4, Real Estate Transfer Tax Act
5/10/91 Patricia N. Macklin

This space for affixing Rodes and Revenue Stamps

Document Number
06000276
85

UNOFFICIAL COPY

RECEIVED
MAY 18 1992

Property of Cook County Clerk's Office

91236058