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COOK CO. RD. 018

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WARRANTY Deed In Trust

1300

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Grantor(s).....HIGHLAND COMMUNITY BANK,

of the County of COOK and State of ILLINOIS for and in consideration of TEN AND 00/100 Dollars (\$ 10.00),

and other valuable consideration, receipt of which is hereby acknowledged, conveys and warrants unto THE LASALLE NATIONAL TRUST, N.A., Chicago, Illinois 60610-3281, a national banking association, duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 12 day of JULY, 1982, and known as trust number 10-40185-09, the following described real estate in Cook County, Illinois, together with the appurtenances attached thereto:

LOT 59 IN ELMORE'S BEVERLY HILLS ADDITION BEING A SUBDIVISION OF BLOCK 20 IN SUBDIVISION OF THAT PART WESTERLY OF RIGHT OF WAY OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN SOUTH 1/2 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO LOTS 1 TO 36 INCLUSIVE IN HARRY MAYER'S SUBDIVISION OF THAT PART WESTERLY OF RIGHT OF WAY OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD OF SOUTH 1/2 OF SECTION 5 AFORESAID IN COOK, COUNTY, ILLINOIS.

A 20 FOOT BUILDING LINE AS SHOWN ON PLAT OF RESTRICTIONS CONTAINED IN DEED FROM FOREMAN STATE TRUST, RECORDED AS DOCUMENT NO. # 10581548, ADDRESS OF PROPERTY 9255 SOUTH MAY STREET, CHICAGO, ILLINOIS.

PIN: 25-05-407-019-0000

TO HAVE AND TO HOLD said real estate with the appurtenances, on 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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, 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, and to vest in 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 and real estate, or any part thereof, from time to time, to possess or to reversion, by leases to commence in present or in future, and on any terms and for any period or periods of time, not exceeding in the case of any single lease a term of 99 years, to renew or extend leases on any terms and for any period or periods of time, 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 real estate, to contract respecting the manner of leasing 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 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 do 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 said real estate, or be obliged to see that the terms of said 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 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 favor of every person including the Registrar of Deeds of said county relying on or claiming under any such conveyance, lease or other instrument at the time of the delivery thereof, the trust created by this Deed and by said Trust Agreement was in full force and effect, and that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in said Trust Agreement or in all amendments thereto, and binding upon all the parties thereto, and that said Trustee, or any successor in trust, was duly authorized and empowered to do so, and that all such deeds, trust deeds, leases, mortgages, or other instruments, and all of 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 of their predecessors in trust.

This conveyance is made on the express trust, estate and condition that the trustee, or any successor in trust, shall not be liable, individually or as Trustee, nor its successor or successors in trust shall not be liable, or be subjected to any claim or judgment for anything, but the trustee, or any successor in trust, shall be liable for any tort or other liability or for any loss or 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 said 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 purposes, or in the name of the Trustee, in its own name, as Trustee of the express trust and not as trustee, 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 who own or have or shall be charge with or are in violation of this condition from the date of the recording and 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 sale or any other disposition of said real estate, and such interest is to be divided to be paid to the person or persons who hereunder shall have any title or interest, legal or equitable, in or to said real estate, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Trustee, or any successor in trust, the entire legal and equitable title in fee simple, in and to all of said real estate.

If the title to any of said real estate is now or hereafter recorded, the Registrar of Deeds is hereby directed not to register or to file in the original 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 which have made and provided.

Grantor(s) hereby expressly waives and releases any and all right or benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois IN WITNESS WHEREOF, Grantor(s) has signed this deed, this 9th day of JULY, 1982.

**LASALLE NATIONAL TRUST, N.A.

ATTEST: SECRETARY: EYVONNE MOORE State of ILLINOIS County of COOK EYVONNE MOORE, SECRETARY

HIGHLAND COMMUNITY BANK BY: GARY KREMSKI GARY KREMSKI: VICE PRESIDENT I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GARY KREMSKI VICE PRESIDENT AND

personally known to me to be the same person whose name ARE 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 use and purpose of the said instrument, and as the act of the right of homestead

HIGHLAND COMMUNITY BANK 1701 W. 87TH STREET CHICAGO, IL 60620 PATRICIA BUTLER



hand and notarial seal this 9th day of JULY 1982

RETURNS TO THE LASALLE NATIONAL BANK ATEN: LAND TRUST DEPT. 135 SOUTH LASALLE CHICAGO, IL 60602

BOX 333

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX 34.00 COOK County REAL ESTATE TRANSACTION TAX 17.00 CITY OF CHICAGO REAL ESTATE TRANSACTION TAX 255.00

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