

(In Trust)

The above space for recorders use only

THIS INDENTURE MADE THIS 26 day of May, 19 92, between PARKWAY BANK AND TRUST COMPANY, a corporation of Illinois, as Trustee, under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a Trust Agreement dated the 1st day of May, 1988, and known as a Trust Number 8853, party of the first part, and CAPITOL BANK & TRUST, as Trustee under the provisions of a Trust Agreement dated the 28 day of April, 1992, and known as Trust Number 2322

4801 W. Fullerton, Chicago, IL, 60639

WITNESSETH, that the said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand

paid, does hereby convey and quit claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

LOT 46 IN DUNNING ESTATES, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Address: 6522 W. Bittersweet, Chicago, IL, 60634

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PERMANENT TAX # 13-18-412-012-0000

together with the tenements and appurtenances thereto belonging.

To Have and to Hold the same unto said party of the second part as aforesaid

This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon said trust grantee are recited on the reverse side hereof and incorporated herein by reference.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage, any mechanic lien, any and all other liens, notices or claims of record and any and all other statutory lien rights duly perfected (if any there be) in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Senior Vice-President--Trust Officer, and attested by its Assistant Vice-President -- Asst. Trust Officer, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY

as Trustee as aforesaid.

Rosanne DuPass, Senior Vice-President, Trust Officer
JoAnn Kubinski, Assistant Vice-President, Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

the undersigned

Rosanne DuPass, Asst.
JoAnn Kubinski

OFFICIAL SEAL
GLORIA WIELGOS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/25/95

29 day of May, 19 92
Notary Public

DEIVERY INSTRUCTIONS OR RECORDERS OFFICE BOX NUMBER
NAME: Atty. Don Martin
STREET: 150 N. Wacker Dr., Room 2950
CITY: Chicago, IL 60606

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY
6522 W. Bittersweet
Chicago, IL, 60634

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX
CITY OF CHICAGO REAL ESTATE TRANSACTION TAX
REVENUE DEPT OF REVENUE JUN-892 70.00
REVENUE DEPT OF REVENUE JUN-892 35.00
REVENUE DEPT OF REVENUE JUN-892 525.00

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Handwritten initials/signature

# UNOFFICIAL COPY

To have and to hold the said premises 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 premises or any part thereof, to dedicate parks, streets, 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 convey said premises or any part thereof to a successor or successors in trust and to grant such successor or successors in trust all of title, estate, powers and authorities vested in said trustee, 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 praesenti or futuro, and upon terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 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 or 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 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obligated to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obligated to see that the terms of this trust have been complied with, or to be obligated to inquire into the necessity or expediency of any act of said trustee, or be obligated 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 in relation to said real estate 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (C) that said trustee 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 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.

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, avails 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, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 cases made and provided.

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