

DEED IN TRUST

PLEASE RE-RECORD THIS TO CORRECTION OF THE DATE OF THE TRUST AGREEMENT

UNOFFICIAL COPY

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

92721902

Lewis Secor and Dolores Secor, his wife

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of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00),
 In hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged,
 Convey and Warrant unto COLONIAL BANK AND TRUST COMPANY OF CHICAGO,
 an Illinois Corporation whose address is 5850 West Belmont Avenue, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 2nd 18th day of January 19 92 91, and known as Trust Number 1980,
 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 6 in Thorpe's Subdivision of Lots 15, 16 and 17 and the North 5 feet of Lot 14 in Block 2 in Owsley's Subdivision of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 39 North, Range 14, together with Lot 1 of Wilson's Subdivision of the West 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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P.I.N. 17-18-112-006

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 parks, streets, highways or alleys, 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 release any liens, to convey either with or without consideration including deeds conveying directly to a Trust Grantee, to convey said real estate or any part thereof to 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 in 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 either 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 deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

It is covenanted that any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or in or about said real estate or any part thereof shall be deemed to have contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the fulfillment of any covenants herein contained for or in relation to said real estate, or be obliged to see that the terms of this trust have been complied with, to be bound and to incur into the authority, responsibility and liability 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 Titles of said County relying upon or claiming under any such conveyance, lease or other instrument, (b) 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, (c) 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, if any, and was binding upon all persons claiming thereunder, (d) 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 that the conveyance is made to a trustee or successors in trust, that such trustee 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 grantor in trust.

This conveyance is made upon the express understanding and conditions that neither Colonial Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything if or they or its or its agents or attorneys may do or omit to do 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 near or about said real estate, any and all such liability being hereby expressly waived and released. Any contractual obligation or indebtedness or claim entered into by the Trustee or conveyee with said real estate may be entered into by it in the name of the trust beneficiaries under said Trust Agreement as their attorney in fact hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of its 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 and the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever and whatsoever shall be charged with notice of the 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, assets 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 of interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, assets and proceeds therefrom as aforesaid, the lien hereof being to be secured by Colonial Bank and Trust Company of Chicago, the entire legal and equitable title in fee simple, in and to all 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 restrictions, or words of similar import, in accordance with the statute in such case made and provided.

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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof the grantor(s) affixed his or her hand and seal this 28th

January 92
Lewis Secor
Dolores Secor

92
 (SEAL)
 (SEAL)

73-40-503
 928
 MEAL

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THIS DOCUMENT FILED BY
Evelyn S. [Signature]
 Return to: *Land Trust Dept.*
 5850 W. Belmont, Chicago, IL 60636

2015 W. North
 Chicago, Illinois

UNOFFICIAL COPY

EOI 333

BOX 333-TH

Handwritten notes:
Walt
Time for...
For...
60867

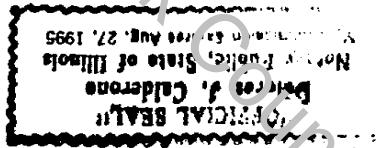


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DEPT. OF RECORDING
COOK COUNTY RECORDER
#0312
*92-721902
TRAN 9429 09/29/92 11:59:00
\$23.50

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STATE OF ILLINOIS }
COUNTY OF COOK }
DOLORES J. CALDERONE }
Notary Public in and for said }
County, in the State aforesaid, do hereby certify that }
LEWIS J. SECOR and }
DOLORES SECOR, his wife }
personally know me to be the same persons whose names }
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 uses and purposes therein set forth, including the release and waiver of the right of homestead }
GIVEN under my hand and notarial seal, this }
28th } day of }
January }
1992 }
My commission expires }
August 27, 1995 }
Notary Public }
Dolores J. Calderone

Property of Cook County Clerk's Office