

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

Prepared By: Paul R. Diamond, Esq.
Halib & Caff
55 E. Monroe, S-4100
Chicago, Illinois 60603

Form 14-10

92976079

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor JacQlin Seminary, Ltd., an Illinois general partnership

of the County of Cook and State of Illinois for and in consideration of Ten and no/100- (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and warrants unto ALBANY BANK AND TRUST COMPANY N.A., a national banking association, its successor or successors, as Trustee under the provisions of a trust agreement dated the 30th day of October 19 92, known as Trust Number 11-4910, the following described real estate in the County of Cook and State of Illinois, to-wit:

DEPT-01 RECORDING
T#1111 TRAN 0895 11/20/92 16:00:00
40782 4 **-92-274079
COOK COUNTY RECORDER

THE NORTH 43 FEET OF THE SOUTH 83 FEET OF LOT 20 IN Wetzler PICK AND HUBER'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 17 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-29-417-05

SUBJECT ONLY TO THE FOLLOWING EXCEPTIONS, IF ANY: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; PRIVATE, PUBLIC AND UTILITY EASEMENTS; ROADS AND HIGHWAYS; PARTY WALL RIGHTS AND AGREEMENTS; EXISTING LEASES AND TENANCIES; SPECIAL GOVERNMENTAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED; UNCONFIRMED SPECIAL GOVERNMENTAL TAXES OR ASSESSMENTS; GENERAL REAL ESTATE TAXES FOR THE YEAR 1992 AND SUBSEQUENT YEARS.

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 parts, streets, highways or alleys and to vacate any subdivisions or part thereof, and to subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any form, 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 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or otherwise, by leases to commence or commence at present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 300 years, and to renew or extend leases upon any terms and for any period or periods of time and to sever, 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 revolution and to contract respecting the manner of paying the amount of 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 ownership or appointment 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 as it may 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 relating to said premises or any part thereof shall be entitled to the application of any portion of money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of a trust have been complied with, or be obliged to inquire into the genuineness or soundness of any act of said trustee, or be obliged or privyileged to derive 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 terms, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereto 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 successor-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 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, assets and proceeds arising from the sale or other disposition of said real estate, and such interest is held to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate in fact, but only an interest in the earnings, assets 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 caused and to register or note in the certificate of title or duplicate thereof, or memorandum, the words "in trust", or "open condition", or "with limitations", 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, to 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, above named, has set his hand, this 10 day of November, 19 92.

JacQlin Seminary, Ltd.

By: *Theodore L. Koenig* (Seal)

By: *Joel D. Simmons* (Seal)

State of Illinois, the undersigned Notary Public in and for said County, in the state aforesaid, do hereby certify that Theodore L. Koenig and Joel D. Simmons

personally known to me to be the same persons, in whose names _____, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument in 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 seal this 10 day of November, 19 92.

OFFICIAL SEAL
Kathy L. Martensen
Notary Public, State of Illinois
My Commission Expires 6/7/94

Kathy L. Martensen
Notary Public

ALBANY BANK AND TRUST COMPANY N.A.

BOX 35

2504-06 N. Seminary, Chicago, Illinois

For information only insert street address of above described property.

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Property of Cook County Clerk's Office

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