

922676

THIS INDENTURE, made this 11th day of March, 1992, between Chemical Bank, not in its individual capacity but solely as Trustee for American Housing Trust II, a corporation created and existing under and by virtue of the laws of the State of New York and duly authorized to transact business in the State of Illinois party of the first part, and Midwest Bank and Trust Company, a banking corporation duly organized & existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept & execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of September, 1982 & known as Trust Number 8700 3937 party of the second part;

WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN & 00/100 (\$10.00) No lara and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does RELEASE, ALIEN AND CONVEY unto the party of the second part, and to its successors, forever, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

Lot 5 in the Subdivision of Lots 13 to 19 in Block 9 in Cole's Subdivision of the North 90.37 acres of that part of the Northeast 1/4 of Section 5, Township 27 North, Range 14, East of the Third Principal Meridian, lying West of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Commonly known as
8944 S. Morgan St.
Chicago, Illinois

PERMANENT INDEX NO. 25-05-220-024

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Subject to: Real estate taxes for 1991 and subsequent years, also see reverse side hereof

Together with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its successors, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND.

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 President, and attested by its Secretary, the day and year first above written.

Chemical Bank, not in its individual capacity but solely as Trustee for American Housing Trust II

By: M. McGrath
M. McGrath, Vice President

Attest: K. Klein
K. Klein, Trust Officer

This document was prepared by:
Robert J. Sabin, Jr.
1040 S. Arlington Heights Rd.
Arlington Heights, IL 60005

MAIL TO:
Midwest Bank & Trust Company
1606 N. Harlem Ave.
Elmwood Park, IL 60635

Send Subsequent Tax Bills to:

or Recorder's Office (Box No.)

Address of Property:
8944 S. Morgan St.
Chicago, IL 60620

BOX 156

23/92

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, and for the use and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted in said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to execute any subdivision or part thereof, and to repurchase said real estate as often as desired, to contract to sell, to grant options or leases, to grant or to accept any lease, to convey either with or without consideration, in convey said real estate or any part thereof, to grant or to accept any lease, to grant or to accept any mortgage, to grant or to accept any mortgage, to convey said power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to grant or to accept any mortgage, to subdivide, to lease, to purchase and sell, to lease and real estate, or any part thereof, from time to time, in discretion or agreement, for any term or terms, or for any term or terms, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and in the case of any lease or leases upon any terms and for any period or periods of time, and to amend, change or modify any lease, and to execute and perform all the terms and conditions 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 to purchase the same in the manner of buying the reversion of present or future estates, to purchase or to exchange said real estate, or any part thereof, for other real or personal property, in great quantities or changes of any kind, to release, convey or assign any right, title or interest in or about or connected with said real estate as aforesaid, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it should be lawfully for any person owning the same to deal with the same, in whole or in part, in any and in all 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, or of any money borrowed or advanced on said real estate, or to see that the terms of this trust have been complied with, or be obliged to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed or to be 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 Register of Titles of said county relying upon or claiming under any such instrument, but that at the time of the delivery thereof the trust created by this instrument, and by said Trust Agreement was in full force and effect, that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this instrument and in said Trust Agreement, or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, let that said Trustee, or any successor in trust, do not hereby authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and all of the consequences made in 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the Trustee or Trust Company, Individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in any manner, judgment or decree for anything he or she or its or their agents or attorneys may do or omit to do in or about the said real estate or in the processing of the deed or said Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, 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 may be entered into by it in the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, hereby irrevocably authorized for such purpose, as at the direction of the Trustee, in its own name, or in the name of any one or more of them, not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness entered into or incurred in connection with said real estate) and all persons and corporations who ever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interest of each of the beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, profits and proceeds accruing from the sale of 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 the earnings, profits and proceeds thereof, the entire benefit being to vest in said real estate.

Alliword Bank and Trust Company the executor and trustee in the complete, full and in all of the trust hereby described. If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or file in the certificate of title or duplicate thereon, or to amend, 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extract therefrom, as evidence that any transfer, charge or other dealing involving the registered land is in accordance with the true intent and meaning of the trust.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

92213995

I, FREDERICK R. ROERDEN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that M. McGrath and K. Ploin, personally known to me as the Vice President and Trust Officer, respectively, of Chemical Bank, personally known to 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 and delivered the same instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation, the the uses and purposes therein set forth.

GIVEN under my hand and seal this 11th day of March, 1992.

Fredrick R. Roerden
FREDERICK R. ROERDEN Notary Public

My commission expires: **FREDERICK R. ROERDEN**
Notary Public, State of New York
No. 498576
Qualified in Nassau County
Certificate Expires Dec. 9, 1993