

UNOFFICIAL COPY

COOK COUNTY, ILL. 202615

DEED IN TRUST

(WARRANTY)

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor UNIVERSAL MORTGAGE CORPORATION OF WISCONSIN a corporation created and existing under and by virtue of the laws of the County of Milwaukee and State of Wisconsin, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and pursuant to authority given by the Board of Directors, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto Aulin Bank of Chicago, an Illinois banking corporation whose address is 6400 W. North Avenue, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under provisions of a certain Trust Agreement, dated the 7th day of August, 1990, and known as Trust Number 6677, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 16 AND THE SOUTH 1/2 OF LOT 15 IN BLOCK 11 IN THE NEW SUBDIVISION OF BLOCKS 1, 2, 8, 9, 10 AND 11 OF SALISBURY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: Covenants, conditions, restrictions of record and general real estate taxes for the year 1991 and subsequent years.

COMMONLY KNOWN AS: 922 North Waller, Chicago, Illinois 60651

Permanent Tax No.: 16-05-21-029

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 of fourth.

Full power and authority is hereby granted to said Trustee, or any successor in trust, or any person acting in conjunction with said Trustee, to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to recede 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 sell on any terms, to convey either with or without consideration, to convey said real estate 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, to lease to commence in the present or in the 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 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 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 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 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, 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 the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the authority, 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 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 Deed 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 herein and in said Trust Agreement, and (c) that the conveyance made to said real estate or any part thereof, and the terms and conditions of said Trust Agreement, were 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, 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither in itself or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in 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 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 Trustee, in its own name, as Trustee of an 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 of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this 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, avails and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby directed not to register or give 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 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 the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Secretary, this 1st day of April, 1992.

UNIVERSAL MORTGAGE CORPORATION OF WISCONSIN

BY: James K. Oppermann, Vice President (Seal)
ATTEST: Judith Semerau, Asst. Secretary (Seal)

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

IMPRESS CORPORATE SEAL HERE

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that James K. Oppermann personally known to me to be the Vice President of the UNIVERSAL MORTGAGE CORPORATION OF WISCONSIN, and Judith Semerau personally known to me to be the Asst. Secretary of said corporation, and 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 severally acknowledged that they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the use and purposes therein set forth.

GIVEN under my hand and official seal, this 1st day of April, 1992.
Commission expires Jan. 28, 1996

NOTARY PUBLIC KATHLEEN M. PIERSON
ADDRESS OF PROPERTY: 922 N. Waller, Chicago, IL 60651

Document Prepared By:

BOX 333

PATRICK M. PAVIA

1807 NORTH BROADWAY

MELROSE PARK, IL 60160

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
34.00

COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE
17.00

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE
255.00

92239691

MAIL TO:

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RONALD B. KAPLAN  
188 W. RANDOLPH SUITE 1200  
CHICAGO, ILL. 60601

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