

The above space for recorder's use only

74-46879-48

THIS INDENTURE, WITNESSETH, that the Grantor PATRICIA A. DUFFY, of the County of COOK and State of ILLINOIS for and in consideration of *****TEN and 00/100's*****Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation, 7940 South Harlem Avenue, Bridgeview, Illinois 60455, as Trustee under the provisions of a Trust Agreement dated the 7th day of June 1993 known as Trust Number 1-2206, the following described real estate in the County of and State of Illinois, to-wit:

COOK COUNTY, ILL. 6975
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
JUL 1993
DEPT. OF REVENUE
39.00

UNIT NUMBER 51 OF THE MERRIONETTE PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 246 THROUGH 256 (EXCEPT FROM SAID LOTS THE NORTH 11.0 FEET AND THE EAST 16.0 FEET THEREOF DEDICATED FOR USE AS PUBLIC ALLEY) IN MAHONEY ESTATES, A SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND SOUTHERN RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS); WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25302604, TOGETHER WITH ITS RESPECTIVE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

Commonly Known As Unit 2N 218 MEADOWLANE, MERRIONETTE PARK, IL 60655
P.I.N. 24 - 24 - 300 - 043 1051

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 and to vacate any subdivision or part thereof, and to redivide 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 rights, 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 lease or license 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 such lease or license 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 rents, 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 otherwise dispose of any right, title or interest in or about or appertaining 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 all lawful purposes and 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.

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 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 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 (a) that at the time of the delivery thereof the trust created by this instrument was in full force and effect, (b) that such conveyance, lease or other instrument was executed in accordance with the trusts, conditions and limitations contained in the instrument and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Bridgeview Bank and Trust Company individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in or done by their agent 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 any loss or damage to 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the direction 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing of records of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or as their agent or attorney shall be only in the earnings, avails 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 not real 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 earnings, avails and proceeds thereof as aforesaid. The intention of the parties hereto is that the interest in said real estate shall vest in said Bridgeview Bank and Trust Company the entire legal and equitable title in fee simple, in and to all of 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 limitations," or words of similar import, in accordance with the statute in such respect 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 aforesaid has hereunto set her hand and seal this 1st day of JULY, 1993

(Seal) Patricia A. Duffy (Seal)
PATRICIA A. DUFFY
(Seal) (Seal)

State of ILLINOIS, I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify
County of COOK SS. that PATRICIA A. DUFFY

OFFICIAL SEAL
Stephen A. Kempf
Notary Public, State of Illinois
My Commission Expires 07/94

Personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the state and purposes therein set forth, including the release and the waiver of the right of homestead.
Given under my hand and notarial seal this 1st day of JULY, 1993

Notary Public

MAIL TO:
BRIDGEVIEW BANK AND TRUST COMPANY
7940 South Harlem Avenue - Box 206
Bridgeview, Illinois 60455

This instrument was prepared by:
S.A. KEMPF, Esq.
53 W. Jackson Blvd.
Chicago, IL 60604

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Box 333

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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