

UNOFFICIAL COPY

DEED IN TRUST

1993 OCT 6

PH 12: 28

93810045

BOOK CO. NO. 016

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE

14.50

25.27

REAL ESTATE TRANSACTION TAX

107.25

CITY OF CHICAGO REAL ESTATE TRANSFER TAX

108.75

93810045

WARRANTY

WP-6/83

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, LaSalle Talman Bank, F.S.B. (f/k/a The Talman Home Federal Savings and Loan Association of Illinois) of the County of Cook and State of Illinois for and in consideration of \$100,000.00 dollars and other good and valuable considerations in hand paid, Convey and Warrants unto the JEFFERSON STATE BANK, a Corporation of Illinois, whose address is 5301 W. Lawrence Ave. Chicago, Illinois 60630, its successor or successors, as Trustee under a trust agreement dated the 1st day of December, 1981, known as Trust Number 1095, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 5 IN BLOCK 7 IN GUNDERSON AND GAUGER'S ADDITION TO CHICAGO, SAID ADDITION TO THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCKS 1 TO 4 IN LOTS 1, 2, 5 AND 6 IN BLOCK 5 TO 8 IN THE PARTITION OF THE WEST 1/2 OF THE WEST 1/2, NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 LYING NORTH OF BARRY POINT ROAD, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25

SUBJECT TO: See Attached

Permanent Tax Number: 16-15-224-018-0000 - 4311 W. Van Buren, Chgo 60624

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said trustee to subdivide and recombine the real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell on any terms to convey either with or without consideration, to convey the 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 the trustee, to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof, to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or future, and upon any terms and for any period or periods of time, and to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter, to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the real estate, and to execute contracts to assign the benefit of the amount of present or future rentals, to execute grants of easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to the real estate or any part thereof and to deal with the title to 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 title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the appropriation of any purchase money, real or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged in any way into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement or, as to every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence as to every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trustee acted in good faith and by the 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 the trust agreement or in any amendments thereof and binding upon all beneficiaries, (c) that the 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 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 or predecessors in trust.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only a life interest, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest to be paid by declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails 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 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 case made and provided.

And the said grantor hereby expressly waive, and release, 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 aforesaid has hereunto set hand and seal this 29th day of September 19 93

Patricia A. Harris (SEAL) LaSalle Talman Bank (SEAL)

This instrument was prepared by:

Patricia A. Harris LaSalle Talman Bank 1718 Lake Street, Melrose Park, IL

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State of Illinois } ss. I, Patricia A. Harris a Notary Public in and for said County, in  
County of Cook } the state aforesaid, do hereby certify that Fred C. Lindstrom, Vice President  
and Patricia Sraga, Loan Servicing Officer

personally known to me to be the same person, S whose name S 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 29th day of September 1993  
"OFFICIAL SEAL"  
PATRICIA A. HARRIS  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 04/01/95

After recording return to:

JEFFERSON STATE BANK

TRUST DEPARTMENT

5301 W. Lawrence Avenue

Chicago, IL 60630

Box 199 (Cook County only)

Patricia A. Harris  
Notary Public

4311 W. Van Buren, Chicago, IL

For information only insert street address  
of above described property.

The Name and Address of the Grantee of This Deed  
is JEFFERSON STATE BANK, Not Individually  
But As Trustee of the Trust described in the body  
of the Deed, 5301 West Lawrence Ave. Chicago,  
Illinois 60630.

Box 27

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# UNOFFICIAL COPY

SUBJECT TO:

Real Estate Taxes for the year 1993 and subsequent years;

6. Conveyance. Seller agrees to convey or cause to be conveyed good title to the Property to Buyer or Buyer's nominee by warranty deed subject to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies, if any; (e) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or assessment; (g) nondelinquent installments of general real estate taxes; (h) minor encroachments, overlaps, and other matters of survey which do not render title unmerchantable; (i) the provisions of the Torrens Act, if the Property is registered thereunder; and (k) building, health, environmental and zoning laws and ordinances including any notices given pursuant thereto and, if specified in the Terms, any suits for the enforcement thereof pending on the date of this Contract.

Property of Cook County Clerk's Office

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