

UNOFFICIAL COPY

Prepared by a Mail To:
Cathy McGuire
Inland Real Estate
2901 Butterfield Rd
Oakbrook, IL
60521

93072535

Individual The above space for recorder use only

THIS INDENTURE, made this 20th day of January, 1993 between MERCHANTS NATIONAL BANK OF AURORA, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 30th day of August, 1985, and known as Trust Number 3766 party of the first part, and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement

dated 1/11/93, Trust No. 11648904 of Chicago parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in Cook County Illinois, to-wit:

The East 15 feet of Lot 16 and all of Lots 17, 18, and 19 in the Subdivision of the West 394 feet of Block 32 (except the East 14 feet of North 80 feet thereof) in Kinzie's addition to Chicago in Section 10, Township 39 North, Range 14 East of the third Principal Meridian, in Cook County, Illinois

COOK COUNTY RECORDER

93072535

DEPT-01 RECORDING
1#66699 TRAN 6530 01/28/93 1514848
\$4990 & *93-072535
\$25.50

230 EAST ONTARIO, Chicago
TR# 17-10-203-018 + 019

together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part

ALL OF THE TERMS AND PROVISIONS CONTAINED ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN AND MADE A PART HEREOF; AND THE GRANTOR-TRUSTEE IS EMPOWERED BY ITS TRUST AGREEMENT TO MAKE THIS CONVEYANCE TO THE GRANTEE-TRUSTEE.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said deed or deeds in trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority therein enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

In WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed in these presents by its Sr. Vice President Trust Officer and attested by its Trust Officer the day and year first above written.

THE MERCHANTS NATIONAL BANK OF AURORA
as Trustee, as aforesaid, and not personally

By: Gerald M. Lanigan Sr. Vice President & Trust Officer
Attest: Ruth Ann McCoy Trust Officer

STATE OF ILLINOIS)
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gerald M. Lanigan Sr. Vice President & Trust Officer of THE MERCHANTS NATIONAL BANK OF AURORA, a national banking association, and Ruth Ann McCoy Trust Officer of said national banking association, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such Sr. Vice President & Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the use and purpose therein set forth and the said Trust Officer did also then and there

acknowledge that he, as custodian of the corporate seal of said national banking association did affix the said corporate seal of said national banking association in said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the use and purpose therein set forth.



My Commission Expires May 4, 1995 I, Mary L. Chidester, Notary Public, do hereby certify under my hand and Notarial Seal this 20th day of January, 1993

Mail two bills to Grantee:

Name
Address

For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps

Exempt pursuant to the provisions of paragraph e of Section 4 of the Real Estate Transfer Tax Act
Kathleen H. McGuire, Associate Counsel

Document Number

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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 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, by leases to commence in present or in futuro, 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 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 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 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 to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this 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 (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 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 trusts conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said trustee, or any successor in trust, 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 in trust.

This conveyance is made upon the express understanding and condition that neither the Merchants National Bank of Aurora, individually or as trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if 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, any 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 as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election 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 whosoever 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 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Merchants National Bank of Aurora 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 case made and provided, and said trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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STATEMENT BY GRANTOR AND GRANTEE

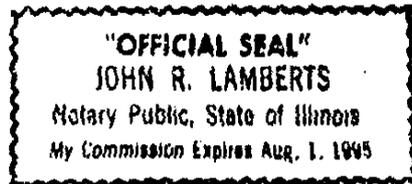
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

*Merchants National Bank of Aurora
U/I/A 2766*

Dated 1/27, 1993. Signature: Kathleen McGuire
Grantor or Agent

Subscribed and sworn to before me by the said KATHLEEN McGuire this 27th day of JAN, 1993.

Notary Public [Signature]



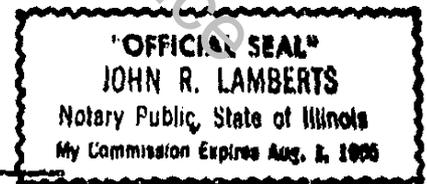
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

*AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO U/I/A 11648904*

Dated 1/27, 1993. Signature: Kathleen McGuire
Grantee or Agent

Subscribed and sworn to before me by the said KATHLEEN McGuire this 27th day of JAN, 1993.

Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor or for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if except under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

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Property of Cook County Clerk's Office

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