

THIS INDENTURE WITNESSETH That the Grantor

Robert G. Allen married to Audrey Allen of the County of Cook and State of Ill. for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto American Midwest Bank & Trust, 17th Avenue and Lake Street, Melrose Park, Illinois, 60160 a corporation duly organized and existing as an Illinois Corporation under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 19th day of May 1993, and known as Trust Number 6420 the following described real estate in the County of Cook and State of Illinois, to-wit:

see attached

93140239

DEPT-01 RECORDING \$23.50 T#0010 TRAN 9750 02/23/93 11:29:00 #0455 \* - 93 - 140239 COOK COUNTY RECORDER

The above space for recorder's use only

As to Audrey Allen, the subject property is not homestead property

93140239

Real Estate Index No. 15-12-411-021-1013

ADDRESS: 115 WAPENSA #303 FOREST PARK, IL This document was prepared by: Nicholas M. Spina

221 North LaSalle St. Chicago, Ill.

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 a trustee, manager, protect and substitute said real estate or any part thereof, to dedicate parts, streets, highways or alleys and to vacate any or divisions 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 title, estate, power and authority 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 person or by attorney, by lease 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 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 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 assessment appurtenant to said real estate or any part thereof, and to do 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 hereunder, (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 observance 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 American Midwest Bank & Trust, nor its Trustee, nor its successors or assigns, nor any attorney-in-fact, nor any agent or attorney 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 thereof, 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 in the name of the Trustee hereunder under said Trust Agreement in their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 of 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 are corporations, whomever and whatever shall be charge with notice of this condition from the date of the filing of 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, profits 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, profits, and proceeds thereof as aforesaid, the intent hereof being to vest in said American Midwest National Bank 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 this 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 Trust 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.

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 aforesaid has hereunto set his hand and seal this 16th day of February 1993.

Robert G. Allen (SEAL)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Robert G. Allen

Notary Public section with signature and date: 16th February 93

RETURN TO: AMERICAN MIDWEST BANK & TRUST 17th Avenue & Lake Street Melrose Park, Illinois, 60160 Box 189-Cook County Recorder

For information only insert street address of above described property.

Handwritten number 2338

Vertical stamp: 1750810

Property stamp

Vertical stamp: This space for listing filers and Bureau files

Vertical stamp: 93140239

# UNOFFICIAL COPY

Parcel 1:  
Unit 303, in 115 Marengo Terrace Condominium, as delineated on a survey of the following Described real estate:

Lots 3 and 4 in Block 10 in the Railroad Addition to the Town of Harlem, being a subdivision in the South East Quarter of Section 12, Township 39 North Range 12, East of the Third Principal Meridian, in Cook County, Illinois:

Which survey is attached as Exhibit "A" to the Declaration of Condominium made by Maywood Proviso State Bank, an Illinois Corporation, as Trustee under Trust Agreement Number 2282, dated September 12, 1967, and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25262789, together with an undivided 2.2568 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

Parcel 2:  
The exclusive right to the use of parking space number 9, a limited common element as delineated on the survey attached to the Declaration aforesaid, recorded as Document 25262789, in Cook County, Illinois.

93140239

STATE OF ILLINOIS  
Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE STAMP FEB 23 1993  
No. 11422  
20.75

