

# UNOFFICIAL COPY

12

This Indenture Witnesseth:

That the grantor & DEPT-11 RECORD.T

\$23.50

JOSEF SPANG and JOHANNA SPANG, his wife

T00011 TRAN 6906 03/02/93 15:38:00

93157671

04685 4

COOK COUNTY RECORDER

of the City of Chicago County of Cook and State of Illinois, for, and in consideration of Ten and 00/100 Dollars..

and other valuable consideration paid, convey and WARRANT unto BANK OF LYONS, 8601 W. Ogden Ave. Lyons, Ill. 60534, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated the 26th day of June A.D., 1982, known as Trust Number 1623 the following described real estate in the County of Cook and State of Illinois

THE NORTH THIRTY NINE (39) FEET OF THE SOUTH SEVENTY EIGHT (78) FEET OF LOT FIVE (5) IN THE SUBDIVISION OF BLOCK FORTY NINE (49) IN THE CIRCUIT COURT PARTITION IN SECTIONS 31 AND 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to general real estate taxes for 1992 and subsequent years.

P.I.N. # 16-31-313-017

DEPT-11 RECORD.T

\$0.60

T00011 TRAN 6913 03/03/93 16:12:00

Commonly known as 3633 S. Clinton Ave. Berwyn,

1623 0402-93-157671

COOK COUNTY RECORDER

We have and to hold

the 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, protect and subdivide said real estate, or any part thereof, to dedicate parks, highways or alleys, and to vacate any subdivision or part thereof, and to resubdivide said property 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 donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, 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, not exceeding in the case of any single demise the term of 99 years, and to renew or extend lease 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 property, 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 premises or any part thereof, and to deal with said property 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.

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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 property, 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 property 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 thereto, 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 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 his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Bank of Lyons, 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 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, or for any improvident conveyances, 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 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 of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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 Trustee the entire legal and equitable title in fee simple in and to all the real estate above described.

And 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 their hand & seal

this 22nd day of February, 1993

Josef Spang (SEAL)

Johanna Spang (SEAL)

UNOFFICIAL COPY

DEED IN TRUST

TO

BANK OF LYONS

UNDER TRUST AGREEMENT

NUMBER

MAIL TO  
BANK OF LYONS  
P.O. BOX 63  
LYONS, IL 60534

Property of Cook County Clerk's Office

MAIL TO

This instrument prepared by Joseph M. Moravec  
3300 S. Harlem Ave., Riverdale, IL 60546

615 02  
600 00  
600 00  
APR 11 1996  
APR 11 1996

OFFICIAL SEAL  
JOSEPH M. MORAVEC  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/27/96

My Commission expires August 27, 1996  
Notary Public

of February A. D. 1993

GIVEN under my hand any Notarial Seal this 26th day

personally known to me to be the same persons, whose name/s are  
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.  
HEREBY CERTIFY, that Josef Spang and Johanna Spang,  
his wife  
Joseph M. Moravec  
A NOTARY PUBLIC in and for said County in the State aforesaid, DO  
SS. }  
State of Illinois,  
COUNTY OF COOK

93157671