

UNOFFICIAL COPY



WARRANTY DEED IN TRUST

93187874

Form 91 R 10-92

The above space for recorder's use only

DEPT-01 RECORDING 923.00
156666 TRAN 8863 03/12/93 13:42:00
6820 # -93-187874
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That the Grantor, **GEORGE A. HODGES, TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 4, 1980 ALSO KNOWN AS MID-AMERICA INVESTMENT TRUST** of the County of Cook and State of Illinois for and in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey 8 and Warrants unto the **CHICAGO TITLE AND TRUST COMPANY**, a corporation of Illinois, whose address is 171 North Clark Street, Chicago, Illinois 60601-3294, as Trustee under the provisions of a trust agreement dated the 22nd day of March 1992, known as Trust Number 1097474 the following described Real estate in the County of Cook and State of Illinois, to-wit:

LOT 6 (EXCEPT THE EAST 1/4 THEREOF), LOT 7 AND THE EAST 3/4 OF LOT 8 IN BLOCK 3 IN SHELDON HEIGHTS BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUBJECT TO: Covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; special taxes or assessments for improvements not yet completed; general taxes for the year 1992 and subsequent years

PERMANENT TAX NUMBER: 25-21-105-003

VOLUME NUMBER: 467

TO HAVE AND TO HOLD the said premises 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, enlarge, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide 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 convey said premises 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 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, for any term or terms, to lease in fee simple, in fee simple subject to a term, or in fee simple subject to a term, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 premises 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 easement 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.

In no case shall any party dealing with said trustee in relation to said premises, or to any part thereof, be obliged to see to the application of any purchase price or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 the indenture and in said trust agreement or in some instrument thereto and binding upon all beneficiaries thereunder, (c) that said 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 in trust.

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, assets 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 such interest 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, assets and proceeds therefrom, 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 "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives, surrenders and releases any and all right of 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.

I, Witness Whereof, the grantor George A. Hodges his 93187874 and seal, this 26th day of February 1993

George A. Hodges (Seal)
George A. Hodges, Trustee under Trust Agreement dated 12/4/80 also known as Mid-America Investment Trust (Seal)

THIS INSTRUMENT WAS PREPARED BY:
George A. Hodges
155 N. Michigan Ave Suite 500
Chicago, IL 60601

State of Illinois)
County of Cook) ss
I, Marilynn B. Hodges a Notary Public in and for said County, in the State aforesaid, do hereby certify that George A. Hodges, Trustee under Trust Agreement dated Dec. 4, 1980, also known as Mid-America Investment Trust

OFFICIAL SEAL
MARILYNN B HODGES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 4, 1996

personally known to me to be the same person whose name is he subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 26th day of February 1993

Marilynn B. Hodges
Notary Public

After recording return to
Box 533 (Cook County only)
CHICAGO TITLE AND TRUST COMPANY
171 North Clark Street Chicago, IL 60601-3294
Attention: Land Trust Department

515-19 W. 111th Street
Chicago, IL

23

UNOFFICIAL COPY

RECEIVED

Property of Cook County Clerk's Office

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP MAR 12 1993
18.75

93167187A