

UNOFFICIAL COPY

91434808

DEED dated MAY 6 19 94

by Bank One, CHICAGO, NA as trustee under the provisions of a deed, duly recorded and delivered to it pursuant of a trust agreement dated SEPTEMBER 26

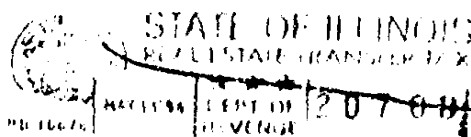
to: 89 and known as Trust Number 9581 grantor,

in favor of PINNACLE BANK TRUST #10885

DATED APRIL 14, 1994

6000 WEST CERMACK ROAD,

CICERO, ILLINOIS 60650



(The Above Space For Recorder's Use Only)

not as tenants in common, but as Joint Tenants, grantee WITNESSETH, That grantor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations in hand paid, and pursuant to the power and authority vested in the grantor, does hereby convey and quit claim unto the grantee(s), in fee simple, the following described real estate, situated

in the County of COOK and State of Illinois, to wit:

LOT 41 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

CIT

410885

MAILED 25 1994 \$100.00

MAILED 25 1994 \$270.00

MAILED 25 1994 \$900.00

MAILED 25 1994 \$270.00

This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon said trust grantee are hereby incorporated herein by reference.

strike if not applicable

and commonly known as 2129 SOUTH GROVE, BERWYN, ILLINOIS together with the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

Real Estate Tax Number(s) 16-19-311-006

IN WITNESS WHEREOF, the grantor as trustee aforesaid, has caused its corporate seal to be hereto affixed and has caused its name to be signed and attested to this deed by its duly authorized officers the day and year set forth above.

BANK ONE, CHICAGO, NA as trustee aforesaid,

ATTEST [Signature] TRUST OFFICER

BY: [Signature] AS: AVP AND LAND TRUST OFFICER

State of Illinois, County of COOK as I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this deed are personally known to me to be duly

authorized officers of Bank One, CHICAGO, NA and that they appeared before me this day in person and severally acknowledged that they signed and delivered this deed in writing as duly authorized officers of said corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 6TH day of MAY 19 94

Commission expires 1-24 19 98 [Signature] NOTARY PUBLIC

This instrument was prepared by Bank One, CHICAGO, NA AS SUCCESSOR BY MERGER WITH BANK ONE, LA GRANGE, ILLINOIS BANK & TRUST, 14 SOUTH LA GRANGE ROAD, LA GRANGE, ILLINOIS 60142

ADDRESS OF PROPERTY 2129 SOUTH GROVE BERWYN ILLINOIS 60602 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED SEND SUBSEQUENT TAX BILLS TO

MAIL TO Anthony & Cappellone 8888 W. Roosevelt Chicago, IL 60650

OFF RECORDER'S OFFICE (BOX NO)

(Name)

(Address)

AFFIX RECORDS OR REVENUE STAMPS HERE

\$25.50 1127300 4830ES

91434808

23 90

(Signature)

UNOFFICIAL COPY

TRUSTEE'S DEED

BANK ONE

As Trustee
TO

Property of CO

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

Full power and authority are hereby granted to the trustee to subdivide and resubdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, to contract to sell, to grant options to purchase, 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, mortgage or otherwise encumber the real estate or any part thereof, to lease the real estate, or any part thereof, from time to time, in possession or reversion, 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 100 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 the real estate, or any part thereof, for other real or personal property, to grant easements or changes 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 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 the 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 that the application of any purchase money, rent, or money borrowed or advanced on the real estate, or to be obliged to see that the terms of the trust have been complied with, or be obliged to inquire 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; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 delivery thereof the trust created therein 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 therein and in the trust agreement or in any amendment thereof and binding upon all beneficiaries thereunder, (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 the trustee, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither the trustee nor his successor 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 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 amendments 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 by him 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 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 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the mortgage, sale, or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary under the trust agreement shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possessions, 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.

Bank One Trust Company

105-23410