

HUD CASE NO: 131-344095

THIS INSTRUMENT WITNESSETH that HENRY G. CISNEROS, Secretary of Housing and Urban Development, of Washington, D.C., acting by and through the Federal Housing Commissioner, (hereinafter referred to as "Grantor") for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration conveys and warrants to: RIVER FOREST STATE BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 23, 1994 AND KNOWN AS TRUST #4014

UNOFFICIAL COPY

257

(hereinafter referred to as "Grantee(s)" all interest in the following described real estate:

LOT 3 IN BLOCK 2 IN MILLS AND SONS SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94483194

Commonly known as: 4951 WEST HIRSCH STREET CHICAGO, ILLINOIS
Permanent Tax No.: 16-04-214-003, VOLUME 543

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 687)

SAID CONVEYANCE is made SUBJECT to all covenants, restrictions, easements, reservations, conditions and rights appearing of record against the above described property; also SUBJECT to any state of facts which an accurate survey of the property would show.

IN WITNESS WHEREOF the undersigned on this 24th day of March, 1994 has set her hand and seal as DIRECTOR OF HOUSING MANAGEMENT, HUD REGIONAL OFFICE, Chicago, Illinois, for and on behalf of said Secretary of Housing and Urban Development under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter 11, Part. 200, Subpart. D.

Sealed and delivered in the presence of:

Secretary of Housing and Urban Development
by Federal Housing Commissioner

Jacqueline Hickman

Lorraine D. Cooper
Director of Housing Management
HUD/Regional Office, Chicago

Lorraine D. Cooper

STATE OF ILLINOIS) SS.
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that Lorraine D. Cooper who is personally well known to me to be duly appointed, DIRECTOR OF HOUSING MANAGEMENT, HUD Regional Office, Chicago, Illinois, and the person who executed the foregoing instrument bearing date of 3-24-94 by virtue of the authority vested in her by the Code of Federal Regulation, Title 24, Chapter 11, Part 200, Subpart D, appeared before me this day in person and acknowledged that she signed, sealed and delivered the same instrument as her free and voluntary act as DIRECTOR OF HOUSING MANAGEMENT, HUD Regional Office, for and on behalf of HENRY G. CISNEROS, Secretary of Housing and Urban Development, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24 day of March, 1994.

Lorraine A. Stewart

This Deed prepared by:
PETER ALEXANDER
ONE COURT PLACE-401A
ROCKFORD, IL 61101

Return to:

Beth D. Pentas
10421 W. Palmer
Melrose Park, IL 60164

OFFICIAL SEAL -
TERESA A. STEWART
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 10/14

NEW/15

BOX 333-CTI

Exempt under Real Estate Transfer Tax Act Section 4, Paragraph 14 and under Cook County Ordinance 99-04, Paragraph B.

94483194

Signed

Date

UNOFFICIAL COPY

Property of Cook County Clerk's Office

9448319A

Property of Cook County

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trust, 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, sell and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or part thereof, and to subdivide said real estate as often as desired, in 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 authorities vested in said Trustee, in whole, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, in lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease in reversion 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 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, in 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 living the amount of present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or other rights, to release, convey or assign any title, estate 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 in 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 any lease have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, as he or she is 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, for 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 (c) 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, 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 it 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 whatsoever 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, 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 earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago 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 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 exemption or homesteads from sale on execution or otherwise.

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STATEMENT BY GRANTOR AND GRANTEE

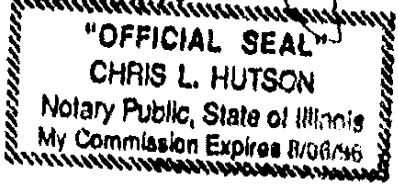
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The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized 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.

Dated May 26, 19 94

Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said [Signature] this 26th day of May, 19 94.
Notary Public



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.

Dated May 24, 19 94

Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said [Signature] this 24th day of May, 19 94.
Notary Public



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 for subsequent offenses.

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

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