

## WARRANTY-DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors James J. Loeffler, Margaret L. Young, Eleanor Mary Dunham & K/A Eleanor Mary Ellingsen and Marie Q. Morlaitto, executors of the Estate of Martin F. Deinlan of the County of Cook, and state of Illinois, for and in consideration of the sum of Ten and No/XX Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey, and Warrant unto COLE TAYLOR BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, 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 13th day of June 1994, and known as Trust Number 94-6085, the following described real estate in the County of Cook, and State of Illinois, to wit:

THE NORTH 25 FEET OF LOT 54 AND ALL OF LOT 55 IN ANDREWS, SPOFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT A IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

• DEPT-01 RECORDING \$23.50  
 • T00000 TRAN 8545 D7/08/94 12:24:00  
 • 68908 & CJ \*-94-594737  
 • COOK COUNTY RECORDER

Subject Only To: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies; (e) general taxes for the years 1993 and subsequent years.  
 GRANTEE'S ADDRESS: c/o Lakovitch Associates, 2738 N. Pine Grove, Chicago, IL 60614  
 P. O. N. 14-28-309-021

TO GIVE AND TO HOLD the said real estate with the appurtenances thereto belonging and for the uses and purposes herein and in said Trust Agreement set forth full power and authority hereby granted to said Trustee to improve, use, As, protect and maintain said real estate or any part thereof, to deeds all parks, alleys, highways or alleys and to vacate any subdivision or part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase to you or any trustee, to convey either with or without consideration, or to encumber said real estate or any part thereof to a successor or successors by said and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, 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 possession or reversion, by leases to co-owners or proprietors of future and/or any term and for any period or periods of time, not exceeding in the case of any single during 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 processes thereof at any time or times hereafter, to contract to make leases and to grant options to lease and/or options to renew leases and options to purchase the whole or any part of the property and to contract respecting the manner of fixing the amount of premium or future rent, to partition or to exchange and real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to renew, convey or assign any right, title or interest in or about or easement 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 do at with the same, whether similar to or different from the way aforesaid, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, be obliged to see the application of any part hereof money, rent or money borrowed or advanced by said Trustee, 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 or all terms of and 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 it as being valid for any such conveyance, lease or other instrument, (ii) That at the time of delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (iii) That each conveyance or other instrument was executed in accordance with the trusts, covenants and limitations contained in this Indenture and in said Trust Agreement, (iv) All amounts therof, if any, and books open all between themunder, (v) 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 (vi) that 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 it, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under him or any of them shall be only in the earnings, avails and proceeds arising from the sale of any other disposition of said real estate, and such interest in reality, declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate in such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

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 otherwise, the words "in trust", or "open condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor, J. J. Loeffler, hereby expressly waives 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, J. J. Loeffler, informed has handed over to the said Trustee set 15th day of June 1994,

J. J. Loeffler (S) Margaret L. Young (S)  
James J. Loeffler Margaret L. Young  
Eleanor Mary Dunham Marie Q. Morlaitto  
Ellen M. Ellingsen Michael D. Weis

STATE OF ILLINOIS, SS: "SEAL"  
 COUNTY OF COOK Notary Public to of Illinois  
 My Commission expires Sept. 20, 1996 personally known to me to be the same person, whose names are subscribed to this instrument, appeared before me this day in person and acknowledged that

"I, Michael D. WEIS" signed, sealed and delivered the said instrument on 10 day of July, 1994, in the city of Chicago, State of Illinois, for the uses and purposes therein set forth, including the releases and

Notary Public of the right of homestead.

My Commission Expires Sept. 20, 1996 under my hand and notarial seal this 10 day of July, 1994.

Address of Property:  
 2738 N. Pine Grove  
 Chicago, IL 60614  
 For information only

This instrument was prepared by:  
 Michael D. Weis  
 Chuhak & Tacon  
 225 W. Washington St., #1300  
 Chicago, IL 60606

Send to  
MAIL

ROTHSCHILD, MURRAY & JENSEN  
 315 N. Clark Street  
 Chicago, IL 60606  
 Attn: Steele Jensen

23/5

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

17,970.00

RECORDED  
10/10/95