

94738071

TRUSTEE'S DEED TRUST TO TRUST

The above space for recorder's use only

THIS INDENTURE, made this 16th day of August 19 94, between 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, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said corporation in pursuance of a certain Trust Agreement, dated the 3rd day of February, 19 93 and known as Trust Number 93-4113 party of the first part, and Lakeside Bank

a party of the second part, as Trustee under a Trust Agreement dated August 15, 1994 and known as Trust No. 10-1643 party of the second part.

Grantee's Address: 141 W. Jackson Boulevard, Chicago, IL 60604

WITNESSETH, that said party of the first part, in consideration in of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

PARCEL 1: Lot 11 (except the East 7 feet of said lot) in the Subdivision of the North 2 acres of Lot 2 in Block 26 in Canal Trustee's Subdivision of the South fractional quarter of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common address: 2927 S. Elias Court, Chicago, IL P.I.N.: 17-29-409-015

\*(except the East 7 feet of said Lot)

PARCEL 2: Lot 12\* in Subdivision of the North 2 acres of Lot 2 in Block 26 in Canal Trustee's Subdivision fractional quarter of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Common address: 2929 S. Elias Court, Chicago, IL P.I.N.: 17-29-409-016

DEPT-01 RECORDING \$23.50
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COOK COUNTY RECORDER

PIN NUMBER:

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This Deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said country.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its ABCE Vice President and attested by its Trust Officer, the day and year first above written.

COLE TAYLOR BANK As Trustee, as aforesaid.

By: [Signature] ABCE Vice President
Attest: [Signature] Sr. Land Trust Admin. Trust Officer

STATE OF ILLINOIS SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Mario V. Gotanco ABCE Vice President and Linda L. Horcher, Sr. Land Trust Admin. of COLE TAYLOR BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such ABCE Vice President and Trust Officer respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said Bank, for uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that (he) (she) as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as (his) (her) own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 16th day of August, 19 94.

OFFICIAL SEAL
JEANETTE KUCZEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 10 1995

[Signature] Notary Public

\*Sr. Land Trust Administrator

MAIL TO:

Wallace K. Moy
53 West Jackson Blvd.
Suite 1564
Chicago, IL 60604

Address of Property:

For information only

This instrument was prepared by:
Linda L. Horcher
COLE TAYLOR BANK
350 E. Dundee Road
Wheeling, IL 60090

OR RECORDER'S BOX NO.

This space for affixing noters and revenue stamps

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# UNOFFICIAL COPY

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

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate 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 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 said Trustee, to donate, to dedicate, 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 commence in praesenti or in futuro, 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 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 said real estate, 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 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, contracts 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 real estate, 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 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 thereunder, (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 its, his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither Grantee 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 if or they or its 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 of 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 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 filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and all persons claiming under them or any of them shall be only in the earnings, avails 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 title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee

the entire legal and equitable title in fees 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.

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CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE AUG 1994  
562.501

REGISTRATION  
RECORDED  
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