

DEED IN TRUST UNOFFICIAL COPY 94771831

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JENNEL LAMPKIN, DIVORCED AND NOT SINCE REMARRIED of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN AND NO/100 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey - and Warrant - unto HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 17TH day of AUGUST 19 94, and known as Trust Number 94-5297, the following described real estate in the County of COOK and State of Illinois, to-wit:

LOT 2 (EXCEPT THE NORTH 38 FEET AND EXCEPT THE SOUTH 39 FEET THEREOF) IN BLOCK 8 IN FREDERICK H. BARTLETT'S WENTWORTH AVENUE AND 95TH STREET SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-04-413-031

COMMON ADDRESS: 9416 SOUTH PERRY CHICAGO, ILLINOIS

DEPT-01 RECORDING \$23.50 T#1111 TRAM 5435 09/01/94 12:03:00 #6836 CG *94-771831 COOK COUNTY RECORDER

TO HAVE AND TO HOLD the said real estate 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, manage, protect and subdivide said real estate or any part thereof, to dedicate public streets, highways or alleys and to water, sewer, gas, electric and telephone lines and real estate as hereinafter desired, to contract to sell, to grant options to purchase, to sell or to convey either entire or undivided interest in said real estate or any part thereof to a successor or successors in trust, and to grant in 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 real estate, or any part thereof, to lease said 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 lease the term of ten years, and to renew or extend leases upon any terms and for any period or periods of time, and to in any such change or modification of lease and the terms and provisions thereof at any time or times hereafter, to restrict, 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 claim of 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 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 applied 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 the validity 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 a conclusive evidence in favor of every person, including the Registrar of Titles of said real estate, relating 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, 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 such deed, trust deed, mortgage or other instrument and do all the necessary acts, powers, authorities, duties and obligations of such person, and that such person was properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of such person or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither said Trust Company, individually or as Trustee for its successors or assignors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for assuming to carry out or its agents or attorneys may desire 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 created in or about the said real estate or in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, but by 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 its actual possession at the time of the applicable for the payment and discharge thereof. All persons and corporations who ever 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, 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 said beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate or such but only an interest in the avails and proceeds therefrom, and the intention hereof being to vest in said Heritage Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

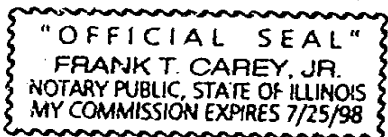
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed to register the same in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitations" or words of similar import, in accordance 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 of homestead in sale on execution or otherwise.

In Witness Whereof, the grantor JENNEL LAMPKIN addressed in the above set forth hereby signed, sealed and delivered this 19th day of August 1994.

STATE OF ILLINOIS County of COOK Frank T. Carey Jr., a Notary Public in and for said County, in the State aforesaid, do hereby certify that JENNEL LAMPKIN, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person IS subscribed to the foregoing instrument appeared before me this day in person and acknowledged that SHE signed, sealed and delivered the said instrument as HER 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 seal this 19th day of AUGUST A.D. 1994. Frank T. Carey Jr. Notary Public My commission expires



GRANTEE: HERITAGE TRUST COMPANY 17500 Oak Park Avenue Tinley Park, Illinois 60477

9416 SOUTH PERRY CHICAGO, ILLINOIS



For information only insert street address of above described property

TO MAIL

Handwritten notes: 4/21/94, elsenh

Vertical stamp: GAT

Vertical stamp: FRANK CAREY 13004 S. WESTERN BLUE ISLAND, IL 60406

Vertical stamp: This space for affixing Rules and Revenue Stamps

Vertical stamp: Document Number

Handwritten number: 23-50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
AUG 20 1975
DEPT. OF REVENUE
44.00

REAL ESTATE TRANSACTION TAX
REVENUE STAMP AUG 20 1975
DEPT. OF REVENUE
22.00

CITY OF CHICAGO
REAL ESTATE TRANSFER TAX
AUG 20 1975
DEPT. OF REVENUE
30.00

REGISTERED

94771831