

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the Grantor, Marie E. Carlson, a Widow not Since Remarried of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto MOUNT GREENWOOD 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 10th day of September 1994 and known as Trust Number 6-1112, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 14 and 15 in James C. Moreland's Re subdivision of Lots 3 to 48 inclusive in Block 8 in Greenwood Park being a Subdivision of the North West quarter of the South West quarter of Section 13, Township 27 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBERS: 84-13-307-034 035

COOK COUNTY RECORDER

DEPT-01 RECORDING 1#9886 TRAM 145 09/07/94 12 19.00 \$25.50

94783316

SUBJECT TO

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 parks, streets, highways or alleys and 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, in full or in part, to convey either with or without consideration, in money, said real estate or any part thereof to a purchaser or purchasers, to trust and to grant to such purchaser or purchasers 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, in lease, sublease, or any part thereof, from time to time, in possession or reversion, by lease to commence in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any lease for less than the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and in annual, change or quarterly lease 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 reservation and to contract respecting the manner of filing the minutes 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 in and kind, to release, convey or assign any right, title or interest in or about or incident 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 purposes as it would be lawful for any person owning the same to deal with the same, in all things 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 in 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 that the provisions of this Trust Agreement are complied with, or be obliged to become a party to the execution, recording or filing of any act of said Trustee, or be obliged 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 the same, notwithstanding 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 and 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 every such deed, trust deed, lease, mortgage or other instrument, and (d) the conveyance in 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 title of their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Mount Greenwood Bank, individually or as Trustee, nor its successors or assigns in trust shall incur any personal liability or be subjected to any claim, judgment or decree or any other or less, or be liable for the acts or omissions of any person or persons in or about the said real estate or unless the provisions of this deed or said Trust Agreement or any amendment thereto, or fee liability to person or persons happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any receipt, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of said 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 receipt, obligation or indebtedness incurred only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the same, 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 recording 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 the earnings, profits and proceeds thereof as aforesaid, the intention hereby being to vest in said Mount Greenwood Bank 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 issue to or issue by 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, change or other dealing involving the registered lands is in accordance with the true intent and meaning of the deed.

And the said grantor hereby expressly waives, releases and agrees to waive, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 1st day of September 1994.

Marie E. Carlson (SEAL)

State of Illinois I, the undersigned a Notary Public in and for said County, County of Cook as In the state aforesaid, do hereby certify that Marie E. Carlson, a Widow not Since Remarried

Notary Public BARBARA J. RALSON My Commission Expires 10/19/95 Personally known to me to be the same person whose name 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 notarial seal this 1st day of September 1994. Barbara J. Ralson Notary Public

Mount Greenwood Bank 3052 WEST 111th STREET CHICAGO, ILLINOIS 60655 445-4500

10844 S. Sacramento, Chicago, IL For information only insert street address of above described property.

This instrument prepared by Barbara J. Ralson-Mt. Greenwood Bank 3052 West 111th Street Chicago, IL 60655

Exempt under provisions of paragraph 4, Section 4, exempt under provisions of Par. 4, Section 200.1-285, of the Chicago Transaction Tax Ordinance. 9/1/94 Barbara J. Ralson

25.50 EA

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94783316

UNOFFICIAL COPY

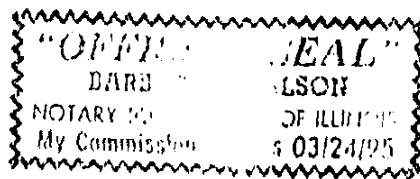
STATEMENT BY GRANTOR AND GRANTEE

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 Sept. 1, 19 94 Signature: Maria G. Carlson
Grantor or Agent

Subscribed and sworn to before me by the
said grantor this
1st day of September, 19 94.

Notary Public William J. Carlson



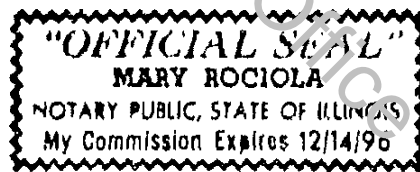
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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.

Mount Greenwood Bank as Trustee

Dated Sept. 1, 19 94 By: William J. Carlson Signature: William J. Carlson
Grantee or Agent
Asst. V.P./Trust Officer

Subscribed and sworn to before me by the
said grantee this
1st day of September, 19 94.

Notary Public Mary Rociola



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.

94783316

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office