

# UNOFFICIAL COPY

## DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, David Yu, a bachelor, 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 HERITAGE TRUST COMPANY, an Illinois Corporation as Trustee under the provisions of a certain Trust Agreement, dated the 29th day of November, 1993, and known as Trust Number 93-5075, the following described real estate in the County of Cook and State of Illinois, to-wit:

Legal Description: Lot 1 in Harder and Hafer's subdivision of Lots 2 and 3 in Block 25 in Canal trustee's subdivision in the South fractional 1/2 of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 2825 S. Archer Avenue, Chicago, Illinois 60608

Permanent Tax No. 17-29-411-004

TO HAVE AND TO HOLD the said real estate with the appendages upon 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, 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 subdivide and real estate as often as deemed, 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 successor in trust and to grant to such successor or successor 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 and real estate, or any part thereof, from time to time, in possession or reversion, by leases 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 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 also if or to grant 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 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 co-owner of the 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 any 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 or to see to 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 for 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, and that such conveyance, lease or other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder. It is that said Trustee, or any successor in trust, shall have full power and authority to execute and deliver every such deed, lease, mortgage or other instrument and that if the same are made to a successor or successors in trust, that said 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 trust or their predecessors in trust.

This instrument is made upon the express understanding and conditions that neither Heritage Trust Company, individually or as Trustee nor its successors or assigns shall incur any personal liability or be subjected to any claim, judgment or decree for damages, or those of its 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 or of said Trust Agreement or their attorneys-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 whose name and addresses 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 hereby 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 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 a redemption of beneficial interests from sale in extinction or otherwise.

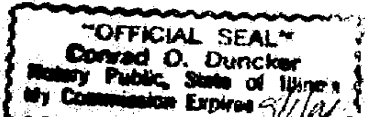
In Witness Whereof, the grantor, David Yu hereunto set his hand and seal this 21st day of December, 1993.

DAVID YU (SEAL)

STATE OF Illinois )  
County of Cook )  
I, Conrad O. Duncker, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Yu, a bachelor,

personally known to me to be the same person whose name subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 21st day of December, A.D. 1993.

Notary Public  
My Commission Expires 6 May 1996



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

2825 S. Archer  
Chicago, Illinois  
For information only show street address of above described property.

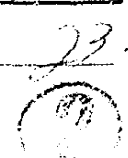
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This Document Prepared by: J.R. WIDEKES  
6446 W. 127th St  
P.O. Box 144, IL 60478

INTERCOUNTY TITLE

This space for affixing E.C.R. and Revenue Stamp

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