

The above space for recorders use only

THIS INDENTURE, made this 1st day of February, 1994, between FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, a corporation duly organized and existing as an Illinois banking corporation under the laws of the United States of America, 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 deliv-

ered to said Illinois banking corporation in pursuance of a certain Trust Agreement, dated the 14th day of May, 1990, and known as Trust Number 2129 party of the first part, and FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, and Illinois banking corporation whose address is 607 W. Devon Avenue, Park Ridge, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 28th day of January, 1994, and known as Trust Number 2718, party of the second part.

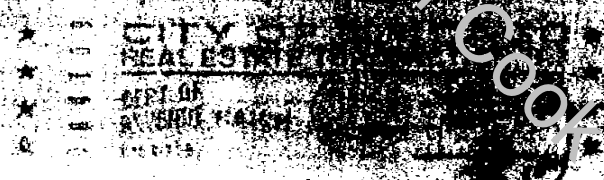
WITNESSETH, that said party of the first part, in consideration of the sum of Ten and No/100----- Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

See Exhibit "A" attached and made a part hereto.

DEPT-01 RECORDING \$25.00
T#0000 TRAN 6711 02/28/94 16:27:00
#2344 : *--94-190682
COOK COUNTY RECORDER

94190682

P.I.N. #'s 12-01-401-028-0000 & 12-01-402-031-0000 Volume 310
Common Address: 5935 N. Odell Avenue, Chicago, Illinois



94190682

together with the tenements and appurtenances thereto belonging.
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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.
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 or homesteads from sale on execution or otherwise.

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 thereto 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 county.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its (Executive) (Assistant) (Vice-President) (Trust Officer) and attested by its (Executive) (Assistant) (Vice-President) (Trust Officer) the day and year first written above.



FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE as Trustee, as aforesaid, and personally,

By Tom Olan
(Executive) (Assistant) (Vice-President) (Trust Officer)

ATTEST: By Charles P. Olan
(Executive) (Assistant) (Vice-President) (Trust Officer)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named (Executive) (Assistant) (Vice-President) (Trust Officer) and (Executive) (Assistant) (Vice-President) (Trust Officer) of FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, an Illinois banking corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Executive) (Assistant) (Vice-President) (Trust Officer) and (Executive) (Assistant) (Vice-President) (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 and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth; and the said (Executive) (Assistant) (Vice-President) (Trust Officer) then and there acknowledged that said (Executive) (Assistant) (Vice-President) (Trust Officer), as custodian of the corporate seal of said Illinois banking corporation, caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as the free and voluntary act of said (Executive) (Assistant) (Vice-President) (Trust Officer) and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of February, 1994



Laura Kathryn Orlich
Notary Public

My Commission Expires:

MAIL TO:
NICHOLAS M. DAIK
(Name)
4803 N. MILWAUKEE PkE.
(Address)
CHICAGO, IL 60630
(City, State and Zip)

DOCUMENT PREPARED BY: Tom Olan, Trust Officer
First State Bank and Trust Company of Park Ridge
607 Devon, Park Ridge, Illinois 60068
SEND SUBSEQUENT TAX BILLS TO:
Name: _____
Address: _____
ADDRESS OF PROPERTY:
5935 N. Odell Avenue
Chicago, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY
AND IS NOT A PART OF THIS DEED.

This space for affixing clerks and revenue stamps

DOCUMENT NUMBER

UNOFFICIAL COPY

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 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 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, 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 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 predecessor in trust.

This conveyance is made upon the express understanding and condition that neither FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE 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 it or they or 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 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 individual, (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 whomsoever and whatsoever 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 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE 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.

015554

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP
FEB 28 '34
337.50



UNOFFICIAL COPY

Parcel 1:

That part of Lots 5, 6 and 7 taken as one Tract which lies South and Southwesterly of a Line Described as Follows: Beginning at a Point on the East Line of Said Lot 9 which is 86.08 Feet South (as measured along Said East Line) of North East Corner of Said Lot 5, thence West along a line which forms an Angle of 95 Degrees, 10 Minutes with the East Line of Said Lot 5 from North to West a Distance of 57.94 Feet to Point; thence Northwesterly along a Line a Distance of 67.65 Feet to a Point on Northwesterly Line of Said Lot 6 Said Point being 5.0 Feet Southwesterly (as measured along an arc having a Radius of 50 feet) of Southwest Corner of Said Lot 5; and which lies East and Northeasterly of a Line described as follows: Beginning at a point on South Line of Said Lot 7 which is 36.13 Feet West (as measured along Said South Line) of Southeast Corner of Said Lot 7 thence North along a Line at Right Angles to Said South Line a distance of 77.67 feet to a Point thence Northwesterly along a Line a Distance of 45.31 Feet to the Northeast Corner of said Lot 7 all in Kislak Second Subdivision of part of East Half of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian and Resubdivision of Part of Lot 2 in Kislak Subdivision of Part of the East 1/2 of Said Section 1 all in Cook County, Illinois.

Parcel 2:

That part of Lot 10 in Block 5 in Whipple's Addition to Norwood Park Being 23.79 Acres in the East 1/2 of Lot 1 of the Northeast 1/4 of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian described as Follows: Beginning at the Northwest Corner of Said Lot 10, thence East along the North Line of Said Lot 10, 20.97 feet to a Point; thence South to a Point on the South Line of Said Lot 10 which is 26.03 Feet East of the Southwest Corner of Said Lot 10; thence West along the South Line of Lot 10, 26.03 Feet to the Southwest Corner of Said Lot 10; thence North to the Place of Beginning, in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcels 1 and 2 as created by Declaration of Easements recorded November 20, 1961 as Document No. 18335237 and as depicted on the Plat attached to Said Declaration and by Deed from Exchange National Bank of Chicago, as Trustee, under Trust Agreement dated February 18, 1969 and known as Trust No. 11090 to Alice H. Jenkinson dated November 10, 1974 and recorded December 29, 1976 as Document No. 23762674 and re-recorded as Document No. 23792772 for Ingress and Egress over that part of Lot 9 in Block 5 in Whipple's Addition to Norwood Park being 23.79 Acres in the East 1/2 of Lot 1 of the Northeast 1/4 of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian described as follows: Beginning at a Point on the West Line of Said Lot 9 which is 24.78 Feet South of the Northwest Corner of Said Lot 9; thence East 18.41 Feet to a Point which is 24.67 Feet South of the North Line of Said Lot 9; thence South 25.28 Feet to a Point on the South Line of Said Lot 9 which is 20.97 Feet East of the Southwest Corner of Said Lot 9 to the Southwest Corner of Said Lot 9; thence North along the West Line of Said Lot 9, 25.43 Feet to Point of beginning in Cook County, Illinois, also; over the South 15 Feet and the Southwesterly 15 Feet of the following Described property, to wit; that part of Lots 5 and 6 taken as a Tract which lies North and Northeasterly of a Line described as follows; beginning at a Point on the East Line of Said Lot 5 which is 86.08 Feet South as measured along the said East Line of the Northeast Corner of Said Lot 5; thence West along a line which forms Angle of 95 Degrees, 10 minutes with the East Line of Said Lot 5 from North to West a distance of 57.94 Feet to a Point; thence Northwesterly along a line a distance of 67.65 Feet to a Point on the Northwesterly Line of Said Lot 6 Said Point being 5 Feet Southwesterly (as measured along an Arc having a Radius of 50 Feet) of the Southwest Corner of Said Lot 5 all in Kislak's Second Subdivision aforesaid.

PERMANENT INDEX NUMBERS: 12-01-401-028-0000 & 12-01-402-031-0000 Volume 310

COMMON ADDRESS: 5935 N. Odell Avenue, Chicago, Illinois

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