

3120105

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantors James Douglas and Anne Douglas, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars, is 10.00, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and warrant unto First State Bank & Trust Company of Park Ridge, an Illinois banking corporation of Park Ridge 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 25th day of February, 1994, and known as Trust Number 2740, the following described real estate in the County of Cook and State of Illinois, to-wit:

**NORTH FIVE (5') FEET OF LOT SIXTEEN (16) AND ALL OF LOT SEVENTEEN (17) AND EIGHTEEN (18) IN BLOCK ONE (1) IN THE SUBDIVISION OF LOTS FORTY-SEVEN (47), FORTY-EIGHT (48), FIFTY-THREE (53) AND FIFTY-FOUR (54) OF SCHACKFORS'S SUBDIVISION OF THE NORTH WEST QUARTER (SW1/4) OF THE SOUTH EAST QUARTER (SE1/4) OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.**

Commonly known as 4907 N. Talman, Chicago, Illinois 60625

P.I.N. 13-12-414-011-0000 and 13-12-414-013-0000

TO HAVE AND TO HOLD the above described 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 with respect to the real estate in any part or parts of it, and at any time or times to improve, manage, protect and defend said real estate or any part thereof, to divide such streets, sidewalks or alleys and to vacate any subdivisions or part thereof, and to re-allocate said real estate as often as deemed, in contract in deed, to grant options to purchase or sell or any lease, to convey either with or without consideration, to convey said real estate or any part thereof in a mortgage or otherwise in trust or to grant to such mortgagee 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 said real estate, or any part thereof, from time to time, in person or by attorney, by lease in common in the present or in the future and upon any terms as may be proper 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 purchase and options to purchase the whole or any part of the reversion and to contract to purchase the same or any part thereof, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant commensurate charges of any kind, to release, convey or assign any right, title or interest in or to a part or interest in 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 such be a 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 predecessor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to see that the terms of the 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 trust property shall be conclusive evidence in favor of every person 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 Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations stated herein and in said Trust Agreement and in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that said Trustee, or any predecessor in trust, was duly authorized in writing to execute and deliver every such deed, trust deed, 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 were lawfully appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the Trustee or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantors, whether 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 to 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 beneficiary under said Trust Agreement or its attorney in fact, hereby lawfully 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 as to the trust property and funds in the actual possession of the Trustee shall be applied for the payment and discharge thereof) All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing 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 equal in the principal and all proceeds thereof from the sale or any other disposition of the trust property, and such interest shall be hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, or any claim, in or to said trust property as such, but only as interest in the earnings, profits and proceeds thereof as aforesaid, the interest or benefit being to vest in the Trustee the same legal and equitable title in fee simple, and to all of the trust property above described.

If the title to any of the trust property is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or instrument, the words "in trust" or "upon condition" or "with limitations" or words of similar import, in accordance with the statute in each case made and provided.

And the said Grantors hereby expressly waive and release any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois, providing for the assumption of beneficiaries from sale or execution or otherwise.

IN WITNESS WHEREOF, the Grantors James Douglas and Anne Douglas hereunto set their hand and seal this 27th day of February, 1994.

James Douglas [Seal] Anne Douglas [Seal]

STATE OF Illinois  
COUNTY OF COOK

Thomas D. Olen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Douglas and Anne Douglas, his wife personally known to me to be the same persons as above named, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the same, sealed and delivered the said instrument as their free and voluntary act, and the said persons therein set forth, including the release and waiver of the right of homestead.

GIVEN UNDER MY hand and Notarial Seal this 28th day of March, 1994.

Thomas D. Olen  
Commission expires March 28, 1996  
NOTARY PUBLIC

Documents Prepared By: Tom Olen, Trust Officer ADDRESS OF PROPERTY: 4907 N. Talman  
First State Bank & Trust Co. of Park Ridge  
607 W. Devon Ave.  
Park Ridge, IL 60068 Chicago, IL 60625  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO Anne Douglas  
4907 N. Talman, Chicago, IL 60625

Delegated by 9308772

COZY MILLER INVESTORS HILL GUARANTEE INC

This Deed exempt from Illinois transfer tax pursuant to paragraph E of said transfer tax act.

Agent: Tom Olen Date: 3/25/94

AFFIX "RIDERS" OR REVENUE STAMPS HERE

3/25/94

DOCUMENT NUMBER

3120105

# UNOFFICIAL COPY

REFURNT TO: First State Bank & Trust Company  
of Park Ridge  
60731 Devon Avenue  
Park Ridge, Illinois 60068 - OR  
Recorder's Box No. 260

TRUST NO. \_\_\_\_\_

## DEED IN TRUST

(WARRANTY DEED)

TO

First State Bank & Trust Company  
of Park Ridge  
Park Ridge, Illinois

TRUSTEE

Property of Cook County Clerk's Office

011-011 RECORDING 425.50  
141111 TRAM 48108 03/30/94 14:13:00  
21736 \* \* \* \* \* 03/30/94 14:13:00  
COOK COUNTY RECORDER

# UNOFFICIAL COPY

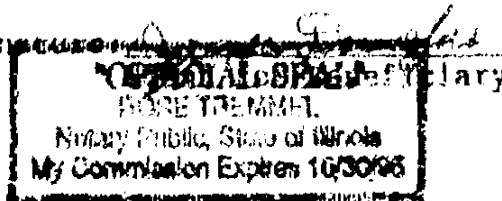
## STATEMENT BY GRANTOR AND GRANTEE

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 March 15, 1994

Signature: [Signature]

Subscribed and sworn before me by the said [Name] this 14th day of March, 1994.  
Notary Public [Signature]



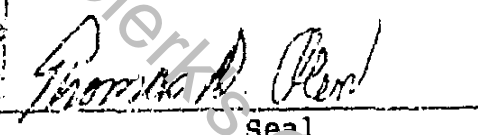
Seal

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.

Dated 3/25, 1994

Signature: [Signature]  
Agent for Beneficiary

Subscribed and sworn before me by the said [Name] this 25th day of March, 1994.  
Notary Public [Signature]



Seal

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.

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

Deliver Document To:

Tom Olen  
First State Bank and Trust Company of Park Ridge  
607 W. Devon Avenue  
Park Ridge, IL 60068

93281053

INVESTORS TRUST GUARANTEE, INC.

UNOFFICIAL COPY

Property of Cook County Clerk's Office