

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

COCK CO. NO. 016

050400

7503099 (60)

THIS INDENTURE WITNESSETH, That the Grantor, HELGA PRESTON, married to Harold Preston

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 A and Warrant B unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 8th day of June 1984, and known as Trust Number 84-06-4434, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 5 AND 6 IN BLOCK 8 IN SCHUMACHER AND GNABDINGER'S ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND AVENUE (EXCEPT 2 ACRES THEREOF, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25, THENCE WEST 20 RODS, THENCE SOUTH 16 RODS, THENCE EAST, 20 RODS, THENCE NORTH 16 RODS, TO POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 239 NORTH 74TH AVENUE, ELMWOOD PARK, ILLINOIS

P. I. N. 12-25-404-005 AND 006

Subject to covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; party wall rights and agreements, if any; existing leases and tenancies; special taxes or assessments for improvements not yet completed; installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; general taxes for the year 1993 and subsequent years including taxes which may accrue by reason of new of additional improvements during the year 1993.

THIS IS NOT HOMESTEAD PROPERTY

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 redivide 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 in trust 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, to 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 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, 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 leasing of any part of the 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 changes of any kind, to release, convey, assign, or otherwise dispose of any part of said real estate or any part thereof, and to do all things which may be necessary or proper to carry out the purposes and intent of this instrument, and to do all things which may be necessary or proper to carry out the purposes and intent of this instrument, and to do all things which may be necessary or proper to carry out the purposes and intent of this instrument, and to do all things which may be necessary or proper to carry out the purposes and intent of this instrument.

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 in 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 of the Trust, (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 the title or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, 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, 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, and 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 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the 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, avails and proceeds arising from the sale or any other disposition of said real estate, and any 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said The Midwest Bank and 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 a 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this First day of April 1984

(SEAL) Helga Preston (SEAL)  
HELGA PRESTON (SEAL)

State of Illinois )  
County of Cook ) ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Helga Preston, married to Harold Preston

personally known to me to be the same person whose name Lu 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.

"OFFICIAL SEAL"  
Jacqueline Wirtz  
Notary Public, State of Illinois  
My Commission Expires Dec. 14, 1986

Given under my hand and notarial seal this 1st day of April 1984  
Jacqueline Wirtz  
Notary Public

GRANTEE'S ADDRESS:  
Midwest Bank & Trust Company  
1606 N. Harlem Avenue  
Elmwood Park, IL 60635  
Box 250

For information only insert street address of above described property.

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT OF REVENUE  
93.00  
REVENUE  
APR-93A  
46.50  
Cook County  
REAL ESTATE TRANSACTION TAX  
94309659

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