

UNOFFICIAL COPY

Deed
In Trust

95258229

THIS INSTRUMENT WITNESSETH, that
Grantor, Arthur Lee Johnson and
Christine Johnson, his wife,

DEPT-01 RECORDING \$25.50
T#6666 TRAN 1092 04/19/95 09:42:00
#1259 L.C. #--25--258229
COOK COUNTY RECORDER

of the County of Cook and
State of Illinois, for and in consideration in
hand paid, and of other good and valuable
considerations, receipt of which is hereby
duly acknowledged. Convey and
Warrant into FIRST COLONIAL

TRUST COMPANY, an Illinois Corporation, with main offices located at 104 North Oak Park Avenue, Oak Park, Illinois, its successor
or successors, as Trustees under the provisions of a certain Trust Agreement, dated the First day of
April 19 95, and known as Trust Number 6695, grantee the following
described real estate situated in Cook County, Illinois, to wit:

Lot five (5) in the resubdivision of lots 18 through 37 in Harry Wolbach's subdivision
of lots 197 and 203 in the School Trustee's subdivision of the North part of section 16,
Township 39 North, Range 13, East of the Third Principle Meridian, Cook County, Illinois.

commonly known as: 5227 West Lexington Avenue, Chicago, Illinois 60644

P.I.N. 16-16-308-013-0000

95258229

Exempt under the provisions of Section 4,
paragraph e of the Illinois Real Estate
Transfer Tax Act.

And the said grantor s hereby expressly waive and release 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 s aforesaid have hereunto set their hand and seal this First
day of April 19 95

Arthur Lee Johnson (SEAL)

Christine Johnson (SEAL)

(SEAL)

(SEAL)

THIS INSTRUMENT PREPARED BY: L. Steven Rakowski

430 Milwaukee Ave. Lincolnshire, IL 60069

(708) 821-0900

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SUBJECT TO:

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein 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 thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to resubdivide said real estate often as desired, to contract to sell, to grant options to purchase, to sell on any terms to convey either with or without considerations to or on said real estate or any part thereof to a successor in trust and to grant to such successor or successors in trust all the title or estate, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof from time to time in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any periods 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 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 hereat 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 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 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 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 applications 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, whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed

This conveyance is made upon the express understanding and condition the neither First Colonial Trust Company, individual or as Trustee, nor its successor or successor, in trust shall incur any personal liability or be subjected to any claim, judgement 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 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 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 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 or 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 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 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 and interest 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 and interest in the earnings avails and proceeds thereof as aforesaid, the intent hereof being to vest in said First Colonial Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

COUNTY OF

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) SS I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify

STATE OF ILLINOIS

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that Arthur Lee Johnson and Christine Johnson

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 acknowledge that they signed, sealed and delivered the said instrument as their free 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 First day of April 1995

95256209

NOTARIAL SEAL
STEVE J. RAKOWSKI
NOTARY PUBLIC Cook County, Illinois
My Commission Expires Oct. 10, 1998

MAIL TO:

FIRST COLONIAL TRUST COMPANY
104 N. Oak Park Avenue
Oak Park, Illinois 60301

5227 West Lexington Ave. Chicago, IL

ADDRESS OF PROPERTY

same

TAXES TO BE MAILED TO: