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95295209

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THE GRANTOR, CANADA CASING COMPANY,

DEPT-10 PENALTY

\$22.00

of the County of Cook and State of Illinois
for and in consideration of TEN (\$10.00)

DEPT-01 RECORDING

\$25.50

T47777 TRAN 0934 05/04/95 11:18:00

#2843 # RC #-95-295209

COOK COUNTY RECORDER

Dollars, and other good and valuable considerations in hand paid,
Convey and (WARRANTS ~~XXXXXX~~) unto
The Midwest Trust Services, Inc.,

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

as Trustee under the provisions of a trust agreement dated the 5th day of October, 1994 and known as Trust Number 94-1-674, hereinafter referred to as "said trustee," regardless of the number of trustees, and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit: Lots 27, 28, 29 and 30 in Block 1 in Newberry's Subdivision of the North Eleven Hundred Sixty-Two and Sixty-Five One Hundredths Feet of the East 1/2 of the Northeast 1/4 of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian (Except Railroad Land and Right of Way), in Cook County, Illinois
Permanent Real Estate Index Number (S) 20-08-207-005

Address(es) of real estate: 825 West 47th Street, Chicago, Illinois 60609-3304

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to create any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof; to lease said property, 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 purchase 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 property, 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 enforcement appurtenant to said premises or any part thereof; and to deal with said property 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 way above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of his trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate 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 Indenture and by said trust agreement is in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitation contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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, such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 limitation," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor 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 aforesaid has hereunto set his hand and seal this 1st day of December, 1994

Ralph Leavitt (SEAL)
CANADA CASING COMPANY
By: Ralph Leavitt, its President (SEAL)

State of Illinois, County of Cook ss.

IMPRESS
SEAL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein expressed, including the release and waiver of the right of homestead.

Given under my hand and seal this 1st day of December, 1994

Commission Expires Sept 9/11/95 1995
Arada Suprunant
NOTARY PUBLIC

This instrument was prepared by A. DiVincenzo, 55 W. Monroe St., Chgo, IL 60603
(NAME AND ADDRESS)

USE WARRANT FOR QUIT CLAIMS PARTIES DESIRE

MAIL TO

George Pecherek
(Name)
2815 N. Central
(Address)
Chicago, IL 60634
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO

Robert Pawlowski
(Name)
8125 West 47th Street
(Address)
Chicago, IL 60609-3304
(City, State and Zip)

OR

RECORDED OFFICE BOX NO

AFFIX "RIDERS" OR REVENUE STAMPS HERE

95295209

25.50
22.00
257

UNOFFICIAL COPY

Deed in Trust

TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

60256056

0 6 6 0 1 0
Cook County
SEAL ESTATE TRANSACTION TAX
JAN 1 1960
7 5 5 6 0 0 0 0

STATE OF ILLINOIS
REVENUE DEPARTMENT
REVENUE
\$ 100.00