

UNOFFICIAL COPY

TRUSTEE'S DEED IN TRUST

THIS INDENTURE, made this 19th day of December, 1996, between U.S. BANK, an Illinois Banking Corporation, as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said BANK in pursuance of a trust agreement dated 21st day of July 1972, and known as Trust Number 1254, party of the first part, and

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO
33 N. LaSalle Street, Chicago, IL

as Trustee under the provisions of a trust agreement dated the 9th day of

August, 1993, known as Trust Number 120699-02, party of the second part, WILFESSETH, that said party of the first part, in consideration of the sum of TEN (\$10) DOLLARS, and other good and valuable considerations in had paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit

Lots 4 and 5 in Block 2 in Subdivision (by the W.C. Angus) of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 48 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

42684795010307
PIN #20-23-414-006 & 20-23-414-007

together with the tenements and appurtenances thereunto belonging 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, THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor 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.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

96977313

DEPT-01 RECORDING \$23.50
T#0001 TRAN 7296 12/30/96 14:56:00
#6143 RC *-96-977313
COOK COUNTY RECORDER

23 50

The above space for recorder's use

96977313

NAME: Green Street
ADDRESS: 115 S. MARION
CITY: CHICAGO

FOR INFORMATION ONLY - INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
146 E. 69th Street, Chicago, IL

This document prepared by
Patricia Cernone
17130 Torrence
Lansing, IL 60438

SEND SUBSEQUENT TAX BILLS TO



UNOFFICIAL COPY

Full power and authority is hereby granted to said grantee Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, street, 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 grantee 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 lease, 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 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 changes 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 grantee 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 grantee 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 grantee 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 grantee 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 such conveyance, lease or other instrument, (1) 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, (2) 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 hereunder, (3) that said grantee 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 (4) 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 grantee, 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 in said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the grantee Trustee in connection with said real estate may be entered into by it 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 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 of 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 estate, legal or equitable, in or 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 Grantee 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 a condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused it name to be signed to these presents by its vice-president and attested by its trust officer, the day and year first above written

U.S. BANK, As Trustee, aforesaid,
124 1/2 The Steel City Bank of Chicago,
124 1/2 The Steel City National Bank of Chicago

By Margaret Marquez VICE PRESIDENT
Attest Pamela Cernetic TRUST OFFICER

9697731

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT, Margaret Marquez, Vice President of U.S. Bank and Pamela Cernetic, Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the forgoing instrument as such Vice-President and 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 Bank, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of December, 1996.

OFFICIAL SEAL
KORY PICKLE
NOTARY PUBLIC STATE OF ILLINOIS
MY COM. EXPIRES FEB. 1, 1999

Kory Pickle
Notary Public