

UNOFFICIAL COPY

2012

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, their heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to:

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversion, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, their heirs and assigns forever.

COMMON ADDRESS: 1948 E. 73rd Place, Chicago, IL 60649

PERMANENT INDEX NO.: 20-25-130-034-0000

LOT 7 (EXCEPT THE EAST 2.5 FEET THEREOF) IN DAVY AND MCBRIDE'S SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

55-119526

THIS INSTRUMENT, made this 30th day of June, 1997, between HOME SAVINGS OF AMERICA, FSB, a corporation created and existing under and by virtue of the laws of the United States and duly authorized to transact business in the State of Illinois, party of the first part, and HERITAGE TRUST COMPANY, an Illinois corporation as Trustee under the provisions of a certain Trust Agreement dated the 6th day of October, 1993, and known as Trust Number 93-5034, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other good and valuable consideration, in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to their heirs and assigns FOREVER, all the following described Real Estate, situated in the County of Cook, and State of Illinois, known and described as follows, to wit:

RECORDERS STAMP

127.50
1997 JUN 30 10:57 AM
REC'D OF RECORDS
COOK COUNTY RECORDER
97567785

SPECIAL WARRANTY DEED

MAIL TO: TWA 1011 MS

P.O. Box 110

Deanna Lynn L. Lohoff

NAME & ADDRESS OF BUYER:

1171 Adams

10039 S. Wacker

Chicago, IL 60607

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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 result divide 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 Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, 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 lease 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 lease 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 charges 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 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 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, 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 trust, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 trust, his or their predecessor in trust.

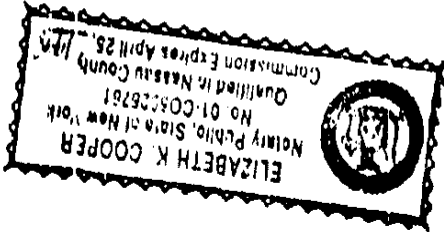
This conveyance is made upon the express understanding and conditions that neither HERITAGE TRUST COMPANY, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents 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 resulting in 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 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 in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporation, whomsoever and whatsoever 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 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 an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said HERITAGE 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 or 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.

97567785

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JAMES J. JOHNSON, Attorney at Law
17717 South Oak Park Avenue
Winley Park, Illinois 60477

THIS INSTRUMENT PREPARED BY:

97567757

NOTARY PUBLIC

Elizabeth K. Cooper

Given under my hand and official seal this 30th day of June, 1997.

I, the undersigned, a Notary Public in and for said County, in the State of New York, do hereby certify that MICHAEL MANTIKAS, authorized signatory, 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 set forth, including the release and waiver of the right of homestead.

STATE OF NEW YORK
COUNTY OF *Westchester*
)
) SS
)

MICHAEL MANTIKAS

By: *Michael Mantikas*

HOME SAVINGS OF AMERICA, FSB

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its duly authorized signatories, the day and year first above written.

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CITY OF CHICAGO
MAY--05
DEPARTMENT OF REVENUE
REAL ESTATE TRANSFER TAX 986183
4875.01

REVENUE STAMP
MAY--56
Cook County
REAL ESTATE TRANSFER TAX
03258

STATE OF ILLINOIS
MAY--56
DEPARTMENT OF REVENUE
REAL ESTATE TRANSFER TAX 0650.01

Property of Cook County Clerk's Office

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302364

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