WARRANTY DEED IN TRUST THIS INSTRUMENT WAS PREPARED BY

97671696

683230 RN/DB-05-10 THIS INDENTURE WITNESSETH, That the Grantor, Urbanscape, Inc., a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, pursuant to the authority given by the Board of Directors of said corporation,

DEPT-01 RECORDING

\$27,00

- T#0012 TRAN 6661 09/11/97 14:37:00
 - t7868 # CG #-97-671696 COOK COUNTY RECORDER

The above space for recorders use only

of the County of Cook and State of Illinois for and in consideration of Ten Dollars and No/100, and other good and valuable considerations in hand paid, Conveys and Warrants unto the BANCO POPULAR, ILLINOIS, a corporation of librois, as Trustee under the provisions of a trust agreement dated the 18th day of , 1990 , and known as Trust Number 2537A , the following described real estate in the County December and State of Illinois, to-wit: of

> See Legal Description attached hereto as Exhibit "A" and made a part hereof.

PIN:

16-05-424-009

Grantee's Address: 8383 W. BELMONT AVENUE, RIVER GROVE, ILLINOIS 60171

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 is hereby granted to said trustee to improve, manage, protect and sut divir e said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate 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 praesenti or 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 198 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 property, or any part thereof, for other real or personal property, to grant essements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement 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 ways above specified, at any time or times hereafter.

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UNOFFICIAL COPY

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 this 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 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 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 property 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 conditions that neither BANCO POPULAR, ILLINOIS, individually or as injustee, nor its successor or successors 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 provision 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, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incursed 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 corporations 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 hereungs, 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 as 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 limitations", or words of similar import, in accordance with the statute in such case made and provided.

In Witness Whereof, the granto	raforesaid ha_s	hereunto set its
hand and seal	this	day of September 1997.
		Urbanscape, Inc., an Illivia corporation
	(Seal)	By: (Seal)
	(Seal)	James Magidsph, President Attest: (Seal)
	, ,	Daniel Kohn, Assistant Secretary

* *************************************		
STATE OF Illinois	} SS.	I, DEBORAH S. BYERLY
COUNTY OF Eook		a Notary Public in and for said County, in the state aforesaid, do hereby certify that James R. Magidson, personally known to me to be the
	Preside	nt of Urbanscape Inc., an Illinois corporation and Daniel Kohn
	personal	lly known to me to be the Assistant Secretary of said corporation
<i>\(\frac{1}{2} \)</i>	subscribed to acknowledge free ar	nown to me to be the same person s whose name s are the foregoing instrument, appeared before me this day in person and d that thay signed, sealed and delivered the said instrument as their and voluntary act, for the uses an purposes therein set forth, including the raiver of the right of homestead.
TO CAY	Given under	my hand and notarial scal this 10 the day of September , 19 97
9	Ox	OFFICIAL SEAL DEBORAH 5 BYERLY NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR. 23,1999 De Trotah J. Byerly MY COMMISSION EXP. MAR. 23,1999
1		Notary Public
BANCO POPULAR, II	LINOIS	
Box 22		For information only insert street address of above described property.
		Mail subsequent P. a Estate Tax Bills to:
		1. Nolum 5
		Name
		Address North Am
		(hi cago 71 60634
•		City/State/Zip
		$\int_{\Gamma} dr$

Property of Coot County Clerk's Office

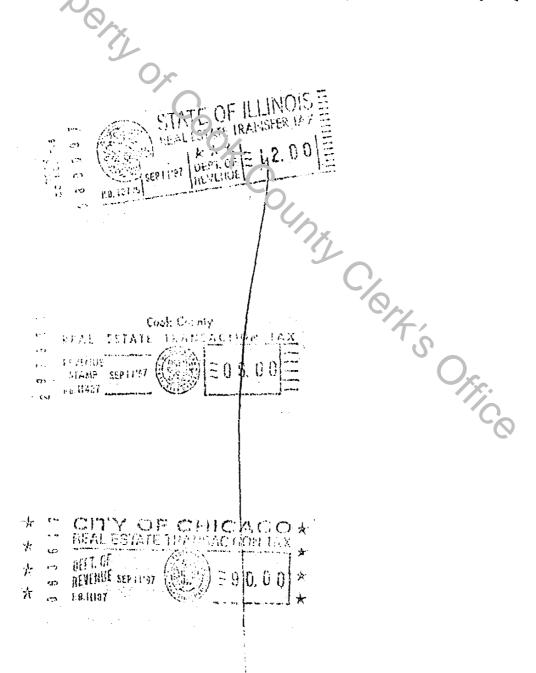
EXHIBIT A LEGAL DESCRIPTION

The West 12 1/2 feet of Lot 7 and the East 25 feet of Lot 8 in Block 3 in Dickey and Baker's Addition to Austin in the Southeast 1/4 of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 16-05-424-009-0000 Address of Real Estate: 5935 West Iowa Street, Chicago, Illinois

Subject to:

Covenants, conditions and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments, general real estate taxes for the year 1997 and subsequent years.



Property of Coot County Clerk's Office