

UNOFFICIAL COPY

98494545

RECEIVED IN RECORDING

4/20/99 FROM 1915 06/11/98 15146100

105.7 \$ 4.05 * - 28 - 49454

COOK COUNTY RECORDER

3

WARRANTY DEED

The Grantor, DOROTHY L. HUSKE, in the Village of Franklin Park, County of Cook, State of Illinois for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, CONVEYS and WARRANTS, etc.

Battelle National Bank Land Trust, Inc., dated April 21, 1998, 135 South Battelle Street, Chicago, IL 60603

the following described Real Estate situated in the County of Cook in the State of Illinois, to-wit: See reverse side for legal description. Herby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, except for general taxes for 1997 and subsequent years and the following, from any covenants, conditions and restrictions of record, public and utility easements, special governmental taxes and assessments for improvements not yet completed and unentered special governmental taxes and assessments.

Exhibit A is attached hereto and is incorporated herein by reference.

GIT 4177631
11/1/98

Permanent Index Number (PIN): 11-10-315-041

Address(es) of Real Estate: 3924 Roscoe, Chicago, IL 60613

DATED this 27th day of April, 1998

DOROTHY L. HUSKE

Donald J. Huske

UNOFFICIAL COPY

State of Illinois

County of Cook

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do HEREBY CERTIFY, that Donald Burke personally known to me to be the sole proprietor of D.B.L.C., and 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 severally acknowledged that as such sole proprietor of D.B.L.C. he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23rd day of April, 1997.

"OFFICIAL SEAL"

ALEXANDER R. DOMANSKIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION DOWNS 12/07/00

Chet & AV

The instrument was previously acknowledged by Domanski, 111 W. Washington Street, Suite 400, Chicago, IL 60602.

LEGAL DESCRIPTION

of premises of record, known as 1200 N. Racine, Chicago, IL 60603

LOT 16 IN BLOCK 17 IN THE NEFF SUBDIVISION OF BLOCKS 34, 35, 36, 41, 42, 43 AND 44 IN THE 4TH PLAT OF SECTION 19, SWARZHE 49 NORTH, RANGE 14, EAST OF THE THIRD EASTERN MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 ITSELF, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF AND THE EAST 1/4 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

Marked:

Jeffrey G. Reschner
55 W. Monroe - Suite 3570
Chicago, IL 60603

Bond paid in front Tax Bill No:

Edward Venni
1918 W. Grand
Chicago, IL 60622

- + CITY OF CHICAGO
RECEIVED APR 24 1997
+ CHICAGO CLERK'S OFFICE
RECEIVED APR 24 1997

RECEIVED APR 24 1997
RECEIVED APR 24 1997
RECEIVED APR 24 1997

UNOFFICIAL COPY

EXHIBIT "A"

To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement, full forth.

Full power and authority is hereby granted to said trustee to improve, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 100 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 easements 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 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 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 the 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 hereunder, (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 all, 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 not, 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 cases made and provided.