

UNOFFICIAL COPY

TRUSTEE'S DEED IN TRUST

98006069

THIS INDENTURE, dated DECEMBER 26, 1997

between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement, dated ~~NOV~~ 5, 1995

known as Trust Number 120369-01 party of the first part, and

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

as Trustee under the provisions of a certain Trust Agreement, dated DECEMBER 12, 1997, and known as Trust Number 123657-06, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As **SOUTHEAST CORNER OF 72ND PL AND BLACKSTONE, CHICAGO IL**

~~Property Index Number 20-26-215-001~~

together with the tenements and appurtenances thereunto belonging.

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.

THE TERMS AND CONDITIONS APPEARING ON THE ATTACHED PAGE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor hereby 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 exemption or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the grantee Trustee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and mortgages upon said real estate, if any, recorded or registered in said county.

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

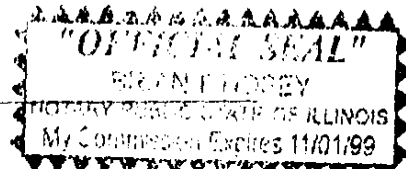
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

Prepared By:
American National Bank and Trust
Company of Chicago

By Eileen F. Neary
EILEEN F. NEARY TRUST OFFICER

STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for said County and State, do hereby certify
COUNTY OF COOK) **EILEEN F. NEARY TRUST OFFICER** an officer of American National Bank and Trust
Company of Chicago 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 said officer of said association signed and delivered this instrument as
a free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and seal, dated DECEMBER 26, 1997.

Erin T. Hagan
NOTARY PUBLIC



MAIL TO: American National
33 N. LaSalle
Chicago Illinois

BOX 333-CTI

7684575 DA

98006069

DEPT-01 RECORDING \$25.00
T40009 TRAN 0913 01/05/98 10:17:00
\$6180 + CG # - 98 - 006069
COOK COUNTY RECORDER

(Reserved for Recorders Use Only)

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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, 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 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 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 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 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, trust 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 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 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 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 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 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 corporations whatsoever 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 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 condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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EXHIBIT "A"

Legal Description

LOTS 22 THROUGH 24, BOTH INCLUSIVE, AND PART OF LOT 25, ALL IN BLOCK 16 IN JOHN G. SHORTALL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 126830 AND A PART OF THE FORMER RIGHT OF WAY OF THE BALTIMORE AND OHIO RAILROAD ADJOINING SAID LOT 25 ON THE NORTHEAST, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE SOUTH 89 DEGREES 26 MINUTES 47 SECONDS EAST ALONG THE SOUTH LINE OF EAST 72ND PLACE, A DISTANCE OF 175.00 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 125.00 FEET TO A POINT IN THE NORTH LINE OF A 16.00 FOOT PUBLIC ALLEY; THENCE NORTH 89 DEGREES 26 MINUTES 47 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 175.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 0 DEGREE 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 22 A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER: 20-26-215-001 AND ^{PART OF} 20-26-502-007

COMMONLY KNOWN AS: SOUTHEAST CORNER OF 72ND PLACE
AND FLAGSTONE
CHICAGO, ILLINOIS 60047

98006069

Subject to: Covenants and restrictions of record.

For 30 years from the date of this deed, the property described in this deed shall not be used for any of the following purposes: (i) a grocery store, (ii) a butcher shop, (iii) the sale of fresh fruit, vegetables and produce, and (iv) the sale of fresh or frozen fish.

