1/2 LANOFFICIAL COMPONY 05 001

Cook County Recorder

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Lakeside Bank

TRUSTEE'S DEED

THIS INDENTURE, Made this <u>1st</u> Day of March, 1999 between Lakeside Bank, an Illinois Banking Corporation, as Trustee, and not personally. under the provisions of a deed or deeds in. trust duly recorded and delivered to said Lakeside Bank; in pursuance of a Trust

(The Above	Space	For	Recorder	's	Use	Only

Agreement dated the \_\_1.8+.h day of July \_\_\_\_\_, 10 27 , and known as Trust Number 10-1866 , party of the first part and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 121174-04, DATED DECEMBER 21, 1995 of 120 SOUTH LASALLE STREET, L.L., CHICAGO, IL party of the second part. WITNESSETH, That said party of the first part, i 1 consideration of the sum of TEN AND 00/100 \*\*\* \*\*\*\*\*\*\*\* Dollars, and other good and valuable consideration in hand paid, does hereby grant, sell, convey and quit claim unto said party of the second part, the following described real estate, situated COOK \_\_\_\_ County, Illinois, to wit:

LOTS 45 AND 46 IN THE SUBDIVISION OF BLOCK 2 IN EDISON'S SUBDIVISION OF THE SOUTH 34 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERUMAN, IN COOK COUNTY, ILLINOIS.

THIS CONVEYANCE IS SUBJECT TO THOSE REPRESENTATIONS AND CONDITIONS CONTAINED IN THE EXHIBIT ATTACHED HERETO.

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use and benefit forever said party of the second part.

Property Address: 1243-3 WEST BYRON, CHICAGO, IL 60613

Permanent Index Number: <u>14 - 20 - 110 - 021 - 0000</u>

ATGF, INC COMMAND

## **UNOFFICIAL COPY**

This deed is executed by party of the first part 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 any trust deeds, mortgages, and any other liens, restrictions and covenants of record, if any, 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 its Vice-President and Trust Officer and attested by its Assistant Secretary, the day and year first above written.

This instrument was prepared by the	Lakøside Bank / )
Land Trust Department of Lakeside Bank	As Trustee afore aid,
55 W. Wacker Drive	By //mence/ou
Chicago, Illinois 606C1-1699	Vice-President and Trust Officer
C/x	- 110H
9	Attest ) of fall
State of Illinois }	Assistant Secretary
} SS.	
County of Cook }	
0/	
the Undersigned a NOTARY PU	PLIC in and for said County in the State aforesaid
OO HEREBY CERTIFY that Vincent Tolve	Vice-President and Trust Officer of
	istant Secretary of said Bank, personally known to
ne to be the same persons whose names are subscribed to the	
ppeared before me this day in person and acknowledged that	
heir own free and voluntary act, and as the free and voluntary	act of said Bank, for the uses and purposes therein
et forth; and the said Assistant Secretary did also then and the	
he corporate seal of said bank, did affix the said corporate sea	al of said Bank to said instruments as his own
ree and voluntary act, and as the free and voluntary act of said	d Bank, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this	Day of March, 1997
	M MS
OFFICIAL SEAL	y noting for
XIAOMING YU NOTARY PUBLIC, STATE OF ILLINOIS	NOTARY PUBLIC
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1-19-2003	<b>!</b>
<b>~</b> 1	
MAIL TO: <u>Eloy BURCIAGA AT</u> TY	TAX BILLS TO: R& D PROPERTIES
_ 111 W. WASHington, SUITE 737	111 W. Washington Svite 737 CHi LAGO, Fl. 60602
_ CHILAGO, Il. 60602	- CHI CASO, 71. 60602
and the second s	
Z9/000cc	MAIL





## Lakeside Bank

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55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

## **EXHIBIT**

99300732

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 praesenti or in futuro, and the part of the said to 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 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 cold 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 so cessor 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, lear of 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 Ag cement, 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 crusts, 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 title, estate, rights, powers, authorities, duties and obligations of its, his or her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, individually or as 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 institute 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 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 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.

