

UNOFFICIAL COPY

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AFFIDAVIT

I, Henry S. Frank, Assistant Secretary of Capitol Bank & Trust being first duly sworn on oath, states as follows:

That on May 18, 1987 LaSalle National Bank as Trustee under the provisions of a Trust Agreement dated the 9th day of July, 1979, and known as Trust No. 101371, conveyed the following described property to Capitol Bank & Trust, as Trustee under Trust Agreement dated May 18, 1987 and known as Trust No. 1326:

LOTS 632-633 AND LOTS 640-644 IN D. J. KENNEDY'S PARK ADDITION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

That at the time of the receipt of the Trustees Deed referred to above, it appeared that certain typographical errors in the legal description had been corrected by using "whiteout" for a portion of the legal description and the correct description "640 to" was inserted. These corrections were done by the Grantor Land Trustee, and accurately reflect the legal description as set forth in the Torrens Certificate #1365266.

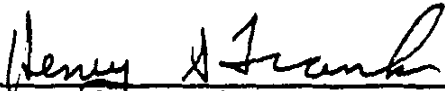
Now therefore the Capitol Bank & Trust shall at all times indemnify and save harmless the Registrar of Titles against all loss or damage arising by reason of the registering of the above Trustees Deed on the Torrens Certificate of Title No. 1365266.

CAPITOL BANK & TRUST

SUBSCRIBED AND SWORN
TO BEFORE ME THIS 30TH
DAY OF JUNE, 1987



NOTARY PUBLIC

BY: 
Henry S. Frank
Assistant Secretary

attach to deed 7 x

TORRENS

Trust Agreement, made this 23th day of May, A.D. 19 87 between

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LaSalle National Bank, a national banking association, Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds

in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 9th day

of July, 19 79, and known as Trust Number 101371, party of the first part, and

CAPITOL BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT party of the second part. DATED MAY 18, 1987 AND KNOWN AS TRUST NO. 1326

(Address of Grantee(s): 4801 West Fullerton Chicago, IL 60639

Witnesseth, that said party of the first part, in consideration of the sum of

TEN AND NO 100 Dollars (\$ 10.00) and other good and valuable

considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following

described real estate, situated in COOK County, Illinois, to wit:

Lots 632 and 633, Lots 640 to 644, both inclusive, in D. J. Kennedy's Park Addition in the Southeast 1/4 of Section 12, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Act.

CAPITOL BANK AND TRUST as Trustee under Trust No. 1326.

Date: 6-15-87

BY: Sharon K. Crowley Assistant Trust Officer

together with the tenements and appurtenances thereunto belonging.

To Have And To Hold the same unto said party of the second part as aforesaid and to the proper use, benefit and behoof of said party of the second part forever.

Property Address: 5332 S. Western Avenue, Chicago, IL. HAD LOT- 632 19-12-423-040-0000 19-12-423-033-0000 641 19-12-423-053-0000 636 Permanent Real Estate Index Number: 19-12-423-038-0000 634 19-12-423-056-0000 644 19-12-423-034-0000 19-12-423-035-0000 639 19-12-423-039-0000 633 19-12-423-032-0000 642

This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon said trust grantee are recited on the reverse side hereof and incorporated herein by reference.

This Deed is executed 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 every Trust Deed or Mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

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 Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

Attest:

LaSalle National Bank as Trustee as aforesaid,

Assistant Secretary (Signature)

By (Signature) Assistant Vice President

This instrument was prepared by: William H. Dillon kb

LaSalle National Bank Real Estate Trust Department 135 South LaSalle Street Chicago, Illinois 60690

3631967

I, Harriet Denisewicz a Notary Public in and for said County,

in the State aforesaid, **Do Hereby Certify** that Corinne Bek

Assistant Vice President of LaSalle National Bank, and William H. Dillon

Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of June A.D. 1987

My Commission Expires: 10-9-87

Harriet Denisewicz
Notary Public

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 set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to execute 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 present or in futuro, and upon any terms and for any period or periods of time, not exceeding in any 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 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 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.

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 of 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.

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 interests 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 cases made and provided.

1/5
Box No. 3634967
TRUSTEE'S DEED
Address of Property
3634967
3634967

LaSalle National Bank
Trustee To
[Signature]
APR 15 1987

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690
Atty: [Signature]
[Signature]
[Signature]