

The above space for recorders use only

THIS INDENTURE, made this 14th day of February, 1989, between STANDARD BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, and 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 corporation in pursuance of a certain Trust Agreement, dated the 19th day of July, 1965, and known as Trust Number 2751, party of the first part, and Chicago Title & Trust

as Trustee under the provisions of a certain Trust Agreement, dated the 19th day of Dec. 1988, and known as Trust Number 1092585, party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$10.00)

Dollars, and other good and valuable considerations 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:

Lot 37 in Block 52 in Cornell, a Subdivision of Section 28 and 35, Township 30 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-26-308-007

Common Address: 7625 S. Cottage Grove Avenue

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE 427.50

377-1109

together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE 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 Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or 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 hereunto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

STANDARD BANK AND TRUST COMPANY as Trustee, as aforesaid, and not personally.

By JAMES D. MCKENZIE, ASS. VICE PRESIDENT and PATRICIA A. BRANKIN, ASSISTANT SECRETARY

STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named James D. McKenzie & Patricia A. Brankin, President and Assistant Secretary of the STANDARD BANK AND TRUST COMPANY, an Illinois corporation Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Standard Bank and Trust Company caused the corporate seal of said Standard Bank and Trust Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

Given under my hand and Notary Seal,

This instrument prepared by: Diane Nolan Standard Bank and Trust Company 2400 West 95th Street Evergreen Park, IL 60642

Date February 14, 1989

Notary Public Shirley E. Sawyer

DELIVERY NAME: Standard Bank and Trust Co. STREET: 2400 West 95th Street CITY: Evergreen Park, IL 60642 INSTRUCTIONS: OR

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

7625 S. Cottage Grove Ave Chicago, IL 60619

Vertical handwritten notes on the left margin: 647597, 7500 56 JL

Vertical stamps on the right margin: STATE OF ILLINOIS REAL ESTATE TRANSACTIONS DEPT. OF REVENUE FEB 28 5 00 PM '89 COOK COUNTY REAL ESTATE TRANSACTION TAX 377-1109

UNOFFICIAL COPY

00 STATE RECORD

Moel To 71-95-675

Moel Zell Carno
510 E. 75th St.
Chicago, Ill
60619

89 FEB 16 PM 3:14
DARL J. KELLY SEAL
REGISTER DEPT

3774109

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Legal

ALL DURING

Property

In the title to any of the above real estate is now or hereafter registered, the Register 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.

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 herein 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 Beneficiary the entire legal and equitable title in fee simple, in and to all of the real estate above described.

This conveyance is made upon the express understanding and condition that neither Grantor, individually or as Trustee, nor its successors or assigns shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they incur or suffer any loss, damage or 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, having irrevocably approved for such purpose, 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.

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 terms of this trust have been complied with, or be obliged 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 Register of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument. (c) Not at the time of the delivery (hereof the trust created by this Indenture and by said Trust Agreement was in full force and effect. (2) Not any such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereof, (c) Not any such conveyance or other instrument was made to a successor or successor in trust, that such successor or successor in trust has been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trust, or their predecessors in trust.

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