

UNOFFICIAL COPY

03046155

COLE TAYLOR BANK

WARRANTY-DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, JUVENAL OLAGUEZ & MARIA OLAGUEZ, HIS WIFE of the County of COOK and State of ILLINOIS for and in consideration of the sum of TEN AND 00/100 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto COLE TAYLOR BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois as Trustee under the provisions of a certain Trust Agreement, dated the 28th day of OCTOBER 19 93, and known as Trust Number 932144, the following described real estate in the County of COOK and State of Illinois, to wit:

LOT 3 IN BLOCK 2 IN A.T. MCINTOSH'S KEDZIE AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

03046155

GRANTEE'S ADDRESS 5341 S. Kedzie Avenue CHICAGO IL 60607
PIN 19-12-322-003
SUBJECT TO

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 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 and to create 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, sell, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 199 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 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 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 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 thereof have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its or their predecessor or trust. 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, events 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 the earnings, events and proceeds thereof as aforesaid. 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 a note in the Certificate of title or duplicate thereof or memorial of the words in trust, or "upon condition," or "with limitations," or words of similar import, in connection with the statute in such case made and provided. 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof the grantor aforesaid has herunto set THEIR and X seal this 16th day of NOVEMBER 19 93.

Juvenal Olaguez (SEAL) Maria Olaguez (SEAL)
JUVENAL OLAGUEZ MARIA OLAGUEZ

State of ILLINOIS County of COOK THE UNDERSIGNED a Notary Public in and for said County, in the state aforesaid, do hereby certify that JUVENAL OLAGUEZ & MARIA OLAGUEZ, his wife

"OFFICIAL SEAL" Nancy-Arn Canchola Notary Public, State of Illinois My Commission Expires 10/28/96

personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead Given under my hand and official seal this 16 day of NOVEMBER 93 Notary Public

MAIL TO: COLE TAYLOR BANK 47th & Ashland Avenue Chicago, IL 60609-3290 ATTENTION: VERNE CORBIN

Address of Property: 5341 S. KEDZIE CHICAGO IL 60632 For information only This instrument was prepared by: CARLOS G. RIZOV LEVENFELD EISENBERG JANGER GLASSBERG SAMOTNY & HALPER 33 W. MONROE ST., CHICAGO IL 60603

058106

Date Buyer, Seller or Representative

This space for affixing Riders and Revenue Stamps

03046155

Document Number



2350

UNOFFICIAL COPY

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

TO

G
COLE
TAYLOR
BANK

Property of Cook County Clerk's Office

• DEPT-01 RECORDING \$23.50
• T#0000 TRAN 5647 12/20/93 15:35:00
• \$7657 * -03-046185
• COOK COUNTY RECORDER

STATE OF ILLINOIS
RECORDING DEPARTMENT
RECORDED
INDEXED
DEC 20 1993
\$1.00

STATE OF ILLINOIS
REAL ESTATE DEPARTMENT
RECORDING DEPARTMENT
RECORDED
INDEXED
DEC 20 1993
\$5.50
PB 10344

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