

# UNOFFICIAL COPY

03046185

COLE TAYLOR BANK

## WARRANTY-DEED IN TRUST

The above space for recorder's use only

**THIS INDENTURE WITNESSETH.** That the Grantor, **JUVENTAL 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 Warrant \_\_\_\_\_ 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.**

Date \_\_\_\_\_

Buyer, Seller or Representative \_\_\_\_\_

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

03046185

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 trustee, 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 to public streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as deemed necessary to contract to purchase, to sell on any terms to convey either with or without consideration, to let or to convey said real estate in 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, from time to time, in possession or reversion, by leases to come, or contracts for future, and upon any terms and for any period or for 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 any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, or engaged to see that the term of its use has been completed, or money borrowed or advanced on said real estate, or be obliged to see that the term of its use has been completed, or be obliged to make out to the authority, necessity or expediency of any act or deed, trust, or be obliged to give security or assurance in any form or terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed and sent, transferred, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of the person holding the same, against the Register of Titles of said county) relying upon or claiming under any title, 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 rules, conditions and limitations contained in this Indenture and in said Trust Agreement or all amendments thereto, fully 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, 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 hug or their predecessor in 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 here so 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 Register of Titles is hereby directed not to register, note in the certificate of title or documents, or memorial the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such state made and provided.

And the said grantor, **juvental olaquez**, 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, **juvental olaquez**, aforesaid has, heretounto set **THEIR** and **X** and seal **S** this **16TH** day of **NOVEMBER**, **19 93**.

*Juvental Olaquez*  
**juvental olaquez**

(SEAL)

*Maria Olaquez*  
**MARIA OLAQUEZ**

(SEAL)

(SEAL)

State of **ILLINOIS**, **93**  
County of **COOK**

**I, THE UNDERSIGNED**

a Notary Public in and for said County, in

the state aforesaid, do hereby certify that

**JUVENTAL OLAQUEZ & MARIA**

**OLAGUEZ, HIS WIFE**

"OFFICIAL SEAL"  
Nancy-Arin Canichola  
Notary Public, State of Illinois  
My Commission Expires 10/28/96  
Given under my hand and 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. RIZOMY**

**LEVENFELD EISENBERG JANGER GLASSBERG SAMOTNY &**

**HALPER**

**33 W. MONROE ST., CHICAGO IL 60603**

Document Number:  
2350

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Deed in Trust

WARRANTY DEED

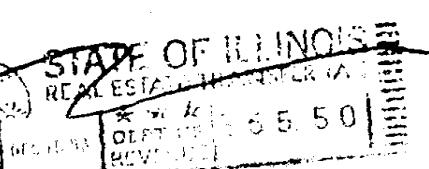
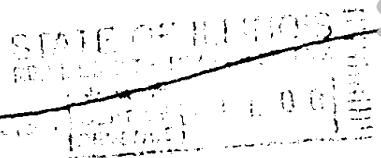
ADDRESS OF PROPERTY

COLE  
TAYLOR  
BANK

to

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

Property of Cook County Clerk's Office



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