

UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST

04000147

The above page for recording (1 of 1)

THIS INDENTURE WITNESSETH, That the Grantor, ALONSO RIOS and ZULEMA RIOS, husband and wife, and DEBORAH MULCAHY, now known as DEBORAH ROESKE of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto COLUMBIA NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 18th day of July 19 94, and known as Trust Number 4706, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 41 IN BLOCK 1 IN S.E. GROSS NORTHWEST ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2830 W. Fletcher, Chicago, Illinois

DEPT-01 RECORDING \$25.50
 T#0011 TRAN 4737 11/28/94 16:10:00
 98623 & RV *-04-000147
 COOK COUNTY RECORDER

DATE 8/18/94
 BUYER/SELLER OR REP. [Signature]
 SECTION 4
 PARAGRAPH 3
 EXEMPT UNDER PROVISIONS

SUBJECT TO 2nd installment of 1993 and subsequent years taxes, covenants, conditions and restrictions of record.
 13-25-104-032-0000

Real Estate Tax
 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 sell said real estate in any part thereof, to dedicate parks, streets, highways or alleys and 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 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 continue 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 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 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, in partition of or to charge said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, times or assign any right, title or interest in or 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 in whom said real estate in 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 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 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 or other instrument made by 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 us, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Columbia National Bank of Chicago, individually, or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if 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 thereof, or for injury to person or property hereinafter mentioned 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, or in connection with said real estate may be entered into if it is in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purpose, 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 who have or shall have any interest in or claim to or under the said real estate.

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 their shares, 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 use 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, the intention hereof being to vest in said Columbia National Bank of Chicago 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 make 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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registration is in accordance with the true intent and meaning of the trust.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, including for the enjoyment of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid ha ve hereunto set their hand S and seal S this 18 day of August 19 94

Alonso Rios (SEAL) Deborah Mulcahy N/K/A Deborah Roeseke (SEAL)
Zulema Rios (SEAL) Deborah Roeseke (SEAL)

State of Illinois } the undersigned _____ a Notary Public in and for said County, in County of Cook } SS. the state aforesaid, do hereby certify that ALONSO RIOS and ZULEMA RIOS, husband and wife, and DEBORAH MULCAHY, n/k/a DEBORAH ROESKE

"OFFICIAL SEAL"
 DAVID P. MEYER
 Notary Public, State of Illinois
 My Commission Expires April 5, 1996

Persons known to me to be the same persons 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 my hand and notarial seal this 18 day of August 19 94
David P. Meyer
 Notary Public

Return to: Columbia National Bank of Chicago
 5250 N. Harlem Avenue
 Chicago, IL 60656
 ATTN: Trust Dept.

2830 W. Fletcher, Chicago, Illinois
 For information only (over street address of above described property).

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Property of Cook County Clerk's Office

SECTION
COUNTY CLERK'S OFFICE
CHIEF CLERK

04000147

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated AUG. 18, 1994

Signature: Alfonso A. Rios

Grantor or Agent

Subscribed and sworn to before

me by the said

this 18 day of August

1994.

Notary Public David P. Meyer

"OFFICIAL SEAL"

DAVID P. MEYER

Notary Public, State of Illinois

My Commission Expires April 5, 1996

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 8/18, 1994

Signature: [Signature]

Grantee or Agent

Subscribed and sworn to before

me by the said

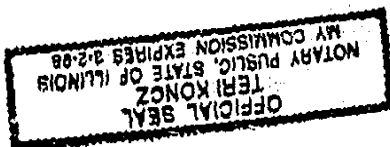
this 18 day of Aug

1994.

Notary Public [Signature]

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)



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