

# UNOFFICIAL COPY

## DEED IN TRUST

22 581 897

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **SENON ALVARADO, s/k/a SENON ALVARADO and CELIA R. ALVARADO,** of the County of **COOK** and State of **ILLINOIS** his wife, 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 Warranty unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the **21st** day of **NOVEMBER 19 73**, and known as Trust Number **32463**, the following described real estate in the County of **COOK** and State of Illinois, to wit:

**LOT 43 IN BROOKE'S SUBDIVISION OF LOT 1 IN BLOCK 46 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.**

**500**

COOK  
CO. NO. 016  
3 2 6 5 3  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
U.S. N.I.

62-75-802D  
274-6

Property of

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, or any successor in trust, to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate, percolate, streets, highways or alleys to vacate any subdivision or part thereof and to redivide 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 said real estate, or any part thereof, from time to time, in perpetuity or for a term, by lease to commence in present or in future, or upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 100 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 in contract to pay in any 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 to 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 permitted 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. (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 of 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 in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trustee or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company 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 it or they or its or their agents or attorneys make or omit to do in or about the said real estate or under the provisions of this deed or said Trust Agreement or any instrument thereto, or for 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 three beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for such purposes, 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 in 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 time of filing for record of this deed.

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, profits 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, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in 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 public records any 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 the said grantor hereby expressly waives . . . and releases . . . any and all right or benefits 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.

In Witness Whereof, the grantor **S** aforesaid have **THEIR** heretofore set **THEIR** hand **S** and

at **S** this **4th** day of **DECEMBER** 19 **73**

**SENON ALVARADO** (seal) **Celia R. Alvarado** (seal)  
**CELIA R. ALVARADO** (seal)

STATE OF **ILLINOIS**, I, **GRACE BERTUZZI**, Notary Public in and for said

County of **COOK** County, in the State aforesaid, do hereby certify that **SENON ALVARADO s/k/a SENON ALVARADO AND CELIA R. ALVARADO, HIS WIFE**

personally appeared before me the same person **S** whose name **S** **ARE** subscribed to the foregoing instrument,

and acknowledged that **THEY** signed, sealed and

delivered the same as **THEIR** free and voluntary act, for the uses and purposes therein set forth, including the

County of **COOK** seal this **4th** day of **DECEMBER** A.D., 19 **73**

My commission expires **6/16/77** Notary Public

American National Bank and Trust Company of Chicago  
Box 221

725 WEST 16TH STREET  
CHICAGO, ILLINOIS

For information only insert street address of above described property.

COOK  
CO. NO. 016  
3 2 6 5 3  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
U.S. N.I.

This space for affixing Referee and Revenue Stamp

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