

DEED IN TRUST

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THIS INDENTURE WITNESSETH, that the Grantor LEONARD A. POCIUS, SR., widower, and not since remarried,

of the County of Cook and State of Illinois for and in consideration of TEN and NO/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and warrants unto the MARQUETTE NATIONAL BANK, a National Banking Association of Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the 7th day of March 1974, known as Trust Number 6434, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 55 in William H. Britigan's Marquette Park Highlands being a Subdivision of that part of the West half of the North East Quarter (except the West 50 feet thereof) of Section 26, Township 38 North, Range 13, East of the Third Principal Meridian, lying North of a line drawn 8 feet South and parallel to the North line of the South 3/16 of said West half of the North East Quarter of Section 26, aforesaid in Cook County, Illinois.

TO HAVE AND TO HOLD the said premises, 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vary any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or 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 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 separate said property, 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 essential appurtenant to said premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see to the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said premises, or any part thereof, or to inquire into the 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, (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 made in conformity with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereto, and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, 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 (a, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under the trust or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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, avails and proceeds thereof as aforesaid. If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorialize 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, releases and discharges, 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 hereunto set his hand and seal this 7th day of March 1974

(Seal)

Leonard A. Pocius, Sr.

(Seal)

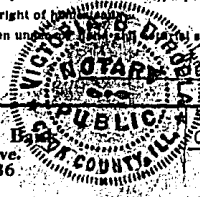
LEONARD A. POCIUS, SR. (Seal)

State of Illinois County of Cook

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that LEONARD A. POCIUS, SR.

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 seal this 7th day of March 1974



VICTORIA B. DIRGELA Notary Public

ADDRESS OF GRANTEE:

Marquette National Bank 6316 S. Western Ave. Chicago, Ill. 60636

5518 West 71st Place Chicago, Illinois 60629

For information only insert street address of above described property.

THIS INSTRUMENT PREPARED BY S. PAUL ZIMMACKS, 7 South Dearborn Street, Chicago, Illinois 60603

COOL MAIL NO TAXABLE CONSIDERATION

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END OF RECORDED DOCUMENT