

UNOFFICIAL COPY

DEED IN TRUST

22 818 875

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Raphael Martinez and Josefina Martinez, his wife and Frank X. Martinez and Marline Martinez, his wife, as joint tenants of the County of Cook and State of Illinois, for and in consideration

of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 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 12th day of August 1974, and known as Trust Number 33277, the following described real estate in the County of Cook and State of Illinois, to wit:

The South seven feet of Lot Two, all of Lot Three, and the North one foot of Lot Four, in Block Three in Alfred Cowle's Addition to Chicago, being a Subdivision of the North Half of the South West Quarter of the North East Quarter of Section Thirty-One, Township Thirty-Eight North, Range Fifteen, East of the Third Principal Meridian, in Cook County, Illinois; commonly known as 8106 South Escanaba Avenue, Chicago, Illinois.

Grantees address: 33 North LaSalle Street, Chicago, Illinois

TO HAVE AND TO HOLD the said real estate with appurtenances, upon the trusts, and for the uses and purposes hereon 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 to locate any subdivision of land thereon, 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 possession or reversion, by leases to commence in present or in future, and up in 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 term 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 premises 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, in great or small lots, 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 in 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 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) who, 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 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 covenants 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, as, his 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 may do or omit to do in or about the said real estate or under the provisions of this Indenture or said Trust Agreement or any amendment thereof, 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 then beneficiary 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, in law or equity, 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 whatsoever and whosoever shall be charged with notice of this condition from the date of the 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 the same or any of them shall be only in the earnings, 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 have any title of interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, no interest hereof being to vest in said American National Bank and Trust Company of Chicago the fee 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 note in the public records of title or duplicate thereof, or to insert 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 agrees to waive, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution of otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set their hand and seal this 10th day of August 1974.

Raphael Martinez (seal) Josefina Martinez (seal)
Frank X. Martinez (seal) Marline Martinez (seal)

STATE OF Illinois)
County of Cook)
I, Lee F. Gussin, Notary Public in and for said County, in the State aforesaid, do hereby certify that Raphael Martinez and Josefina Martinez, his wife and Frank X. Martinez and Marline Martinez, his wife, as joint tenants

personally known to me by the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that they are the persons who executed, sealed and delivered the same 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 SEAL OF OFFICE this 10th day of August A.D. 1974
Lee F. Gussin Notary Public

American National Bank and Trust Company of Chicago
Box 221
Deed prepared by Epton & Druth, Ltd., by Lee E. Gussin, 69 W. Washington St., Chicago, Ill.

This space for affixing return to the provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act, 306 to 310

22 818 875

RETURN TO
TRANSFER DESK
DO NOT DELIVER

Property of Cook County

C-36-5 Jackson

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SECURITY IN
CONFIDENTIALITY

Property of Cook County Clerk's Office

5.00

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Do Not Deliver
RETURN TO
Transfer Desk

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2768609

AUG 15 3 40 PM '74

Richard K. Olson
Clerk

2768609

DELIVER TO
GANNON

INTERCOUNTY,
TITLE INS. CO. C-265
BOX 97

END OF RECORDED DOCUMENT