

# UNOFFICIAL COPY

## DEED IN TRUST

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Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS **JOSE DOMINGUEZ and MARIA DOMINGUEZ**, of the County of **Cook** and State of **Illinois**, his wife, 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 to **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 **28th** day of **April**, 1978, and known as Trust Number **42826**

the following described real estate in the County of **Cook** and State of **Illinois**, to wit: **Lot 32 in Block 25 in Frederick H. Bartlett's 3rd Addition to Bartlett Highlands being a subdivision in the South West 1/4 of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;**

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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 parks, streets, highways or alleys to create any subdivision or tract thereof, and to reallocate any real estate as often as desired, to contract to sell, to grant options to purchase or 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 lease to commence in the present or in the future, and upon any terms and for any period of time, not exceeding in the case of any single lease the term of 10 years, and to renew and extend such leases upon any terms and for any period of time, and to amend, change or modify lease and the terms and provisions thereof at any time or times hereafter, to contract to make lease and to grant options to lease and options to renew leases and options to purchase the whole 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 that the terms of the 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, or every deed, trust deed, mortgage, lease or instrument executed by said Trustee, or any successor in trust, in connection with 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 covenants contained in this Indenture and in said Trust Agreement, or in all amendments thereof, and binding upon all beneficiaries hereunder, and (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, (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 his, 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 in respect to 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 Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly assumed 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 the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or 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 of the same therefor). All persons and corporations whomsoever and whatsoever 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 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 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 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 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 situation in such case made and provided.

And the said grantor 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid have hereunto set their hand(s) and

seal(s) this 28th day of April, 1978

X Jose Dominguez [SEAL] X Maria Dominguez [SEAL]

Jose Dominguez [SEAL] Maria Dominguez [SEAL]

STATE OF Illinois } ss. Leonard Rubin, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Jose Dominguez and Maria Dominguez, his wife,

personally known to me to be the same persons whose names 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 under my hand and notarial seal this 28th day of April, A.D. 1978

Leonard Rubin  
Notary Public

My commission expires March 23, 1979

American National Bank and Trust Company of Chicago  
Box 221

This instrument prepared by: Leonard Rubin, 11 S. LaSalle St., Chicago, Ill. 60603

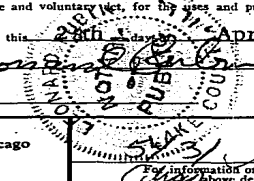
CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
RECEIVED JUNE 27 1978  
DEPT OF REVENUE  
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Suite 1005  
Chgo. Illinois  
60601

*Richard H. Chen*  
RECORDER OF DEEDS

\*24506910

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUN 20 '78 3 06 PM

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OF RECORDED DOCUMENT