

UNOFFICIAL COPY

DEED IN TRUST

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The above space for recorder's use only

531791 - 66-73-911
All Pletsch

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Roy J. Pletsch and Suzanne Pletsch, his wife 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 Warrant unto METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 20th day of November 19 78, and known as Trust Number 1266, the following described real estate in the County of Cook and State of Illinois to wit: Street address: 2033 West 19 Street, Chicago, Illinois,

Legal description:
Lot 10 in Hyman and Peter's Subdivision of Block 53 in City of Chicago Subdivision in Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; party wall rights and agreements, if any; existing leases and tenancies; special taxes or assessments for improvements not yet completed; any unconfirmed special tax or assessment; installments not due at date hereof of any special tax or assessment for improvements heretofore completed; and general taxes for 1978-79 and subsequent years.

10.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and authority consistent with the above described Trust Agreement 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 and 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 possession or reversion, by lease to commence 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 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, to grant easements or charges of any kind, to release, convey or assign in 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 in connection with said real estate or any part thereof, 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 prohibited 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, 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 thereto, 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 any 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 in all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Metropolitan Bank and Trust Company individually or as Trustee, or any 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 Deed or said Trust Agreement or any amendment 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 shall be entered into by him in the name of the then beneficiary or of 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 such 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 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, rentals 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, rentals and proceeds thereof as aforesaid, the intention hereof being to vest in said Metropolitan Bank & Trust Co., 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 statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S^{he} aforesaid have hereunto set their hands and seal this 20th day of November 1978.

Roy J. Pletsch [SEAL] Suzanne Pletsch [SEAL]

STATE OF Illinois, I, Stephanie Matelski, a Notary Public in and for said County of Cook, do hereby certify that Roy J. Pletsch and Suzanne Pletsch, 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 delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 21st day of November 1978.

My commission expires May 22, 1981.

Exempt under provisions of Paragraph 4, Real Estate Transfer Tax Act, Section 4.
Date: 12-21-78
Notary, Seller or Representative: Stephanie Matelski
Stamp: Revenue Stamp 1176
This space for affixing Revenue Stamp

24 774 930
Document Number

Mail to: Metropolitan Bank Company
2201 West Cermak Road Chicago, Illinois 60608
Telephone 254-1000
Attention: TRUST DEPARTMENT

This instrument prepared by R.S. Matelski, 1741 W. 47th St. BOX 533 Chicago, IL 60609.
Form 1-2
Form 179 Typewriter Co. - Chicago

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

DEC 21 '78 2 51 PM

RECORDED BY

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END OF RECORDED DOCUMENT