

106-55-762 D

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DEED IN TRUST

24 811 282

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JOSEPH W. ROGUL, a bachelor 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 S and W 1/2 unto METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the Ninth day of September 19 78, and known as Trust Number 1256, the following described real estate in the County of Cook and State of Illinois, wit- Street address: 2601 South Kedzie Avenue, Chicago, Illinois.

Legal description:

"Lot 50 in Joseph Matteson's Subdivision of Block 7 in the Superior Court Commissioners Partition of the West Half of the South West Quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois."

This transaction is exempt under Paragraph 4 of the Illinois Real Estate Tax Act.

Prepared By: A.S. Pierce, 1255 S. LACK, Chicago, Illinois, Ill.

Witnessed By: William J. Nowlan

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, 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 obligation, to convey said real estate or any part thereof to successor or successors in trust and to grant to such successor or successors in trust all of the title, covenants, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, in lease for any term or terms, not exceeding from time to time, to dedicate, to lease to commence in the future, and upon any terms and for any period or periods of time and to amend, change or modify, leases and the terms and provisions hereof at any time or times hereafter, to contract to make leases and to grant quit or 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 exchange said real estate, or any part thereof, for other real or personal property, to grant, assignments or shares of any kind, to release, convey or assign any right, title or interest in or about or adjacent 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 satisfaction of any purchase money, rent or money borrowed or advanced on said real estate, or 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 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) who acquires an interest in said real estate under and in compliance with the terms and conditions of the instrument created by this indenture and by the said Trust Agreement, and in full force 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 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 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 Metropolitan Bank and Trust Company 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 in or by them or their agents or attorneys in connection with or about the said real estate or under the provisions of this deed or said Trust Agreement or any amendment thereto, in or by them or their agents or attorneys in connection with or about the said real estate, and all such liability being hereby expressly waived and released, and contract obligations of Metropolitan Bank and Trust Company, 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 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, 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 or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails 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 by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal, this 15th day of September 1978, at Chicago, Illinois. Joseph W. Rogul

10.00

THIS DEED REPRESENTS A TRANSACTION EXEMPT FROM TAX UNDER PARAGRAPH 4 OF SAID ORDINANCE.

24 811 282

106-25-300-001

This space for affixing Return and Revenue Stamps

Notary Public

STATE OF Illinois, Arthur R. Pierce, Notary Public in and for said County of Cook, do hereby certify that Joseph W. Rogul, Bachelor, is the same person whose name is subscribed to the foregoing instrument, and he is person and acknowledged that he is free and voluntary act, for the uses and purposes therein set forth, including the release of any right of homestead. GIVEN under my hand and notarial seal this 20th day of November, A.D., 1978. Arthur R. Pierce, Notary Public

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

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JAN 23 1979 9:00 AM

*Recording of Deeds*  
RECORDED BY DEEDS

#24811282

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT