

UNOFFICIAL COPY

DEED IN TRUST

1978 MAR 9 PM 1 58

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RECORDED IN THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, James Diehl and Jody Diehl of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100's -- MAR - 9 - 78 - 2 2 8 5 2 -- 24357394.00 -- REC 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 3rd day of January 1978, and known as Trust Number 1233, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: 144 West 51st Street, Chicago, Illinois

Legal description:

Lot 5 in Block 1 in P. L. Barber's Subdivision of the East Half of the Northwest Quarter of the Southwest quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act.

Date: 3-7-78 Buyer, Seller or Representative: [Signature]

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 convey 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 lease 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, lease 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 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 to purchase the whole or any part of the premises, to partition, 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 any right, title or interest in or about or casement 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 do 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, 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 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 permitted 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, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Indenture and the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and provisions contained in this Indenture and in said Trust Agreement, or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, 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 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 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 it or they do 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 may be entered into by it in the name of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction 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, extent 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 companies in 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 title 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, James Diehl and Jody Diehl, hereunto set their hands and seals this 3rd day of January 1978.

James Diehl [SEAL] Jody Diehl [SEAL]
Susan Tennutti [SEAL]
Notary Public in and for said County of Cook, Illinois, do hereby certify that James Diehl and Jody Diehl

personally appeared to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they are subscribed to the foregoing instrument, 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 discharge of the right of homestead.

GIVEN under my hand and Notarial seal this 3rd day of March A.D., 1978
Notary Public

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

Example of how to use this space for recorder's use only
Date: 3-7-78
Buyer, Seller or Representative: [Signature]
Transaction Number: 24357394
Document Number: 24357394

Form T-2
Form 8719 Typewriter Co. - Chicago

END OF RECORDED DOCUMENT