

UNOFFICIAL COPY

DEED IN TRUST

25672486

1980 NOV 19 AM 10 44

SC 6-20-93

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

Lizer Mora, a spinster

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 NOV-19-80 3-7-8-2-7-2 25672486 10.00 - REC 10.15

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and quit claims unto METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 29th

day of September 19 80, and known as Trust Number #1364, the following described real estate in the County of Cook and State of Illinois, to wit: Street address 1824 W. 46th Street, Chicago, Illinois.

Legal description.

Lot 89 in Resubdivision of Blocks 5 and 6 in Ward's Resubdivision of Lots 1, 4 and 5 in Stone and Whitney's Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 38 North, Range 14E of the Third Principal Meridian, in Cook County, Illinois.

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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 parts, streets, highways or alleys and to make any subdivision or part thereof, and to resubdivide 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 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, to surrender 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 re-lease and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting a lease or leases of the amount of present or future rentals, to partition or to divide 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 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 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 authorized 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 acquires or claims 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 limitations contained in this Indenture 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, 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 the, 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 actions if or their or its or their agents or officers or employees or servants or agents or about said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to or detention of property happening in or about said real estate, any and all such liability being hereby expressly waived and released. All contracts, obligations 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 it 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 and discharge thereof). All present and future acts whatsoever 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 fraction thereof being in said Metropolitan Bank & Trust Co., 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 records of title or duplicate thereof, or successful, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with 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 her hand and seal this 24th day of October 19 80

Lizer Mora

STATE OF Illinois, Marc R. Parise, a Notary Public in and for said County of DuPage, in the State aforesaid, do hereby certify that Lizer Mora, a spinster

personally knows me to be the same person whose name is she appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, and that she is not under any legal disability or restraint set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 24th day of October A.D. 19 80

My commission expires 7/27/82

Metropolitan Bank & Trust Company 2201 West Cermak Road Chicago, Illinois 60608 Telephone 254-1000

Attention: TRUST DEPARTMENT

This space for affixing Riders and Revenue Stamp, subject to the provisions of paragraph 1, Section 4, of the Real Estate Transfer Tax Act. Date 10/27/80 Buyer, Seller or Representative

Document Number 05672486

Form T-2 June 1978 Registered Co. - Chicago

END OF RECORDED DOCUMENT