

WARRANTY-DEED IN TRUST

1981 SEP 23 PM 3 36

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, RICARDO CASTANEDA, divorced and now married to MARICELA CASTANEDA, and ERLINDA CASTANEDA, divorced and not since remarried, 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 FORD CITY BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 28th day of AUGUST 19 81, and known as Trust Number 3658, the following described real estate in the County of COOK and State of Illinois, to-wit:

Lot 47 in Block 2 in Phare and Sackett's Subdivision of the South Quarter of the East Half of the Northeast Quarter of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

SUBJECT TO

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

Full power and authority is hereby granted to the Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate, sell, lease, convey, or otherwise dispose of all or any part thereof, and to re-subdivide 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 to any person, to grant to any person or successor or successors in trust and to grant to such successor or successors, in fee simple, 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, or for a term or terms, or for a term or terms commencing in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 reversion and to contract respecting the manner of fixing the amount of present or future rent is, 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 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 for, leased or mortgaged by said Trustee, or any successor in trust, 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 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 by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement, or in all amendments thereto, and (c) that the conveyance, lease or other instrument was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument, and (d) in the conveyance, lease or other instrument or success-ors, 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and intention that neither Ricardo Castaneda, individually or as Trustee, nor his successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything in or they or their successors or successors in trust do or omit to do in 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 or any part thereof, or for any liability incurred by said Trustee or any successor in trust, or for any indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by him in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably and solely for such purposes, or at the election of the Trustee, in his own name, as Trustee of an express trust and not in any other capacity, 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 performance of such contract thereof. All persons and corporations, whosoever and whatsoever shall be charged with notice of this condition in 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 a title, or interest, legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said beneficiaries 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 and required to note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon conditions," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said agreement or copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid have hereunto set their hand and seal this 23rd day of AUGUST 19 81. RICARDO CASTANEDA (SEAL) ERLINDA CASTANEDA (SEAL) MARICELA CASTANEDA (SEAL)

State of ILLINOIS ss. I, EDWARD S. LIPSKY a Notary Public in and for said County, County of COOK do hereby certify that RICARDO CASTANEDA, divorced and now married to MARICELA CASTANEDA and ERLINDA CASTANEDA, divorced and not since remarried personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me, 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 14th day of SEPTEMBER 1981.

THIS INSTRUMENT WAS PREPARED BY ZIPPERMAN, LEVIN & ASSOCIATES LTD. 188 W. RANDOLPH ST. CHICAGO, ILL. 60608

Box 931

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4209 S. Campbell Chicago, IL

CAJ 701-09-037522 Ford City Bk. Tr. 3658

STATE OF ILLINOIS DEPARTMENT OF REVENUE STATE OF ILLINOIS DEPARTMENT OF REVENUE STATE OF ILLINOIS DEPARTMENT OF REVENUE