

DEED IN TRUST

27349157

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The space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, David J. Martinez and Silvia M. Martinez, his wife and State of ILLINOIS, for and in consideration of the sum of Ten and no/100----- NOV 26 84 9-6-1 3-2-9-2-87349157 A -- fac 10.0 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 6th

day of March 19 84, and known as Trust Number 1516, the following described real estate in the County of COOK and State of Illinois, to wit: Street address: 2630 S. Hamlin, Chicago, Illinois 60623

Legal description:

Lot thirty six (36) in Glover's Subdivision of Block One (1) in Goodwin, Balestier and Phillip's Subdivision of the West Half (W 1/2) of the South West Quarter (SW 1/4) of Section Twenty Six (26), Township Thirty Nine (39) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian, in Cook County, Illinois.

Exempt under provisions of paragraph E of Section 203.1-203 of the Illinois Transaction Tax Ordinance 11-19-84 Date Buyer, Seller or Representative

Exempt Under paragraph E of The Real Estate Transfer Tax Act Section 4, Date 11-19-84 Representative

10.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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, lay out, streets, highways or alleys and to vary an subdivision or part thereof, and to resubdivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to convey title without consideration, to convey said real estate or any part thereof to a successor in trust and to grant to such successor or successors in trust, in fee simple, estate, power and authority 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 for any period or periods of time, not exceeding in the case of any lease the term of his trust, and to renew or extend leases upon any terms 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, for any amount of present or future rental, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or rights of any kind, to release, convey or assign any right, title or interest in or about or incident to the premises and to do all things which 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, either 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 any part thereof, be held liable for any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed 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 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, or related 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 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 deed, trust deed, 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 officers or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in or by or for the benefit of any party who may or may not be bound by the terms of this deed or any other instrument or under the provisions of this deed or any other instrument, 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 then beneficiaries under said Trust Agreement as their trustee-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 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 thereof being to vest in said Metropolitan Bank and Trust Company the entire legal and equitable title to the 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, 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, as aforesaid, have hereunto set their hand and seal, this 19th day of November, 1984

Silvia M. Martinez [SEAL] David Javier Martinez [SEAL]

STATE OF ILLINOIS } I, Jose L. Garcia, a Notary Public in and for said County of COOK } as County, in the State aforesaid, do hereby certify that David Javier Martinez and Silvia M. Martinez, 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 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, and that they were duly of legal age and sound mind and memory at the time they executed the same. GIVEN under my hand and seal this 19th day of November, A.D., 1984. My Commission Expires May 17, 1987. Notary Public

Mail to: METROPOLITAN BANK and TRUST COMPANY 2201 W. CERMAK ROAD CHICAGO, ILLINOIS 60608

THIS INSTRUMENT PREPARED BY: This document prepared by THOMAS BAILEIGH ONE WEST MONROE STREET

END OF RECORDED DOCUMENT

This space for affixing Stickers and Revenue Stamps

Document Number 27349157