

UNOFFICIAL COPY

DEED IN TRUST

(QUIT CLAIM)

850-17229

JUL-5-85 825904 PGS:7229 A — Fec

11.5

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor s. Adolph Baergen and
Marilyn J. Baergen, his wife
of the County of Cook and State of Illinois, for and in consideration of the sum
of Ten and 00/100 Dollars,
(\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby
duly acknowledged, Convey S and Quit Claim S unto Capitol Bank and Trust of Chicago, an Illinois banking corporation
whose address is 4801 West Fullerton, Chicago, 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 3rd day of June, 1985, and
known as Trust Number 878, the following described real estate in the County of Cook
and State of Illinois, to-wit: PERMANENT INDEX NO. 13-34-215-012

LOT 9 IN ZUETEL'S SUBDIVISION OF LOTS 29 TO 45 INCLUSIVE IN BLOCK 50 IN KEENEY'S
ADDITION TO PENNOCK, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST
1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

CAPITAL BANK AND TRUST OF CHICAGO
as Trustee under Trust No. 878.

6-3-86
Date

BY: Barbara A. Jankowski
Assistant Trust Officer

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 by said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, let, lease and subdivide said real estate or any part thereof, to deduct parks, streets, highways or alleys and to create 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 of said Trustee, to assign, transfer, mortgage, lease, or otherwise encumber said real estate, or to lease said real estate, or to donate, to dedicate, to enclose, to 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 in reversion, by leases to commence in the present or in the future and for any term or any period or for a term exceeding the case of any single lease the term of 14 years and to renew or extend leases upon any terms and for any period, and of time and to amend, change or modify leases and the terms and provisions thereof at any time and from time to time, to make or cause to be made or caused any alterations, additions, or improvements thereto, or to purchase the whole or any part of the real estate, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange and 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 in easement appurtenant to said real estate or any part thereof, and to do with said real estate or any part thereof as the Trustee may see fit for such other considerations as would be lawful for any person owning the same to or dealing with the same. Other similar to or more ways above specified, at any time or times hereafter.

In no case shall any part 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 set off to the application of any purchase money, rent or other payment or advances on the true property, or be obliged to set off the principal or interest due thereon, with or without interest, to any claim or demand of any person against 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 trust property shall be conclusive evidence in favor of every person relying upon or claiming under such deed, mortgage, lease or other instrument, (a) that at the time of the delivery of the title or interest therein, the title or interest was held by the Trustee, or any successor in trust, in accordance with the terms of the Trust Agreement, or in all amendments thereto, if any, and is binding upon all beneficiaries thereof, (b) 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 (c) that the conveyance made by the Trustee, or any successor in trust, was made in accordance with the powers, authorities, duties and obligations of, and of their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually nor as Trustee, nor its successors or successors in trust, shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its 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 persons or property happening to the said real estate, and any and all such liability, claims, expenses, damages, costs and expenses, whether general or special, arising out of or in connection with this conveyance with said real estate may be enforced by it, in the name of the then beneficiary, and in said Trust Agreement as 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 as far as the true property and funds in the actual possession of the Trustee are applied for the payment of the same, after the payment of all fees, taxes, expenses, costs and expenses whomever and whenever 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 equal in the earnings, avails and proceeds arising from the sale or any other disposition of the real property, and such interest is hereby declared to be personal property, and not in any way heretofore or thereafter to be deemed or held to be an equitable, in no wise to be divisible, interest, and the same is to be held and enjoyed as aforesaid, by the person herein being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above recited.

If the title to any of the trust property is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note on the certificate of title or duplicate thereof, or memorandum, the words "in trust", or "open condition", or "with limits", or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantor S hereby expressly waives, and releases, any and all right or benefit under and by virtue of all 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 S, beforehand set their hand S and seal S, this 3rd

day of June, 1985.

Adolph Baergen
Adolph Baergen

Marilyn J. Baergen
Marilyn J. Baergen

STATE OF Illinois
COUNTY OF Cook

I, Barbara A. Jankowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, Adolph Baergen and Marilyn J. Baergen, his wife, personally known to me to be the same person, S whose name S 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.

GIVEN under my hand and Notarial Seal this 3rd day of June, 1985.

Commission expires May 2, 1988

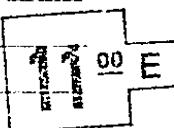
Barbara A. Jankowski
NOTARY PUBLIC

Document Prepared By:

Rudolph C. Schoppe

4801 W. Fullerton Avenue

Chicago, IL 60639



ADDRESS OF PROPERTY:
2227 N. Karlov

Chicago, Illinois 60639

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED

SEND SUBSEQUENT TAX BILLS TO:

(Name) _____

(Address) _____

RECEIVED IN S&C CONDITION

AFFIX "RIDERS" OR REVENUE STAMPS HERE

15-6 68 MTP 5

DOCUMENT NUMBER
629110-599

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Property of Cook County Clerk's Office

RETURN TO: Capitol Bank and Trust of Chicago
4801 West Fullerton
Chicago, Illinois 60639

TRUST NO.

DEED IN TRUST

(QUIT CLAIM DEED)

TO

**CAPITOL BANK
AND TRUST
OF CHICAGO**

TRUSTEE