

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **Patricia Charles, a spinster**
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 **METROPOLITAN BANK and TRUST COMPANY**, an Illinois banking corporation as Trustee
under the provisions of a certain Trust Agreement, dated the **1st**
day of **July** 19 **80**, and known as Trust Number **1356**, the following
described real estate in the County of **Cook** and State of **Illinois**, to wit:
Street address: **3114 South Springfield, Chicago, Illinois**
Legal description:

**Lot 171 in Edwin R. Fay's 31st Street Resubdivision of part of the
Northwest 1/4 of the Northwest 1/4 of Section 35, Township 39 North,
Range 13 East of the Third Principal Meridian, in Cook County,
Illinois.**

Property Address: 3114 S. Springfield, Chicago

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 vacate 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 or convey, 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 dedicate, to mortgage, pledge or otherwise encumber, to lease, to let, to let on contract, 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 leases 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 not to exceed, change or modify leases and the terms and conditions thereof at any time or times hereafter, in 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 being the amount of present or future rentals, 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 in whose 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, honesty or expediency of any act of said Trustee, or be obliged or allowed 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 Title of said real estate) 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 said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed by the Trustee, and (c) that the limitations contained in this Indenture and said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereof, (a) 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 made to a successor or successors in trust, that such successor or successors in trust have been properly selected and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, 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 successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done by them or their agents or attorneys in the execution of this deed or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereof, or for injury to person or property hereafter done 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 enforced only by the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for each purpose, 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, 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 therefrom as aforesaid, the intention hereof being to vest in said Metropolitan Bank and Trust Company 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 some condition, or "with limitations," or words of similar import, in accordance with the nature 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, Patricia Charles aforesaid has hereunto set her hand and seal this 10th day of JULY 1980.
Patricia Charles [SEAL]
Patricia Charles [SEAL]

STATE OF Illinois)
County of Cook)
Gregory R. Ginex a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patricia Charles, a spinster

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 seal this 10th day of July A.D., 1980.
Gregory R. Ginex
Notary Public

My commission expires 10-1-87

Exempt under the provisions of paragraph 2 of Section 2001.2(b) of the City of Chicago Tax Act
Date 7/10/80

This space for affixing Riders and Revenue Stamps

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH 2 OF SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT
DATE 7/10/80

Document Number **85100043**

Mail to: **METROPOLITAN BANK and TRUST COMPANY**
2201 W. CERMAK ROAD
CHICAGO, ILLINOIS 60608
Attn: TRUST DEPARTMENT
Box 158

THIS INSTRUMENT PREPARED BY:
William G. Pileggi
4121 West 26th Street
Chicago, Illinois 60623

02/11

UNOFFICIAL COPY

-85-100043

12 JUL 85 12: 19

11:00

JUL-12-85 5 8 8 5 0 • 85100043 A — Rec

Property of Cook County Clerk's Office