

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **John C. Lanaro, a bachelor** 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 unto **METROPOLITAN BANK and TRUST COMPANY**, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the **30th** day of **July** **19 85**, and known as Trust Number **1587**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit: Street address: **5919 West Cermak Rd.** Legal description:

Lot 2 in Joseph Kanta's Subdivision of Lot 2 in Block 2 in Cummings and Company's Subdivision of Blocks 1 and 2 in the subdivision of the West 1/2 of the Northeast 1/4 and the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois.

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 parks, streets, highways or any part thereof, and to redivide said real estate as often as desired, in whole or in part, to grant options to purchase, to sell or to lease, 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 trustee or trustees in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber any part thereof, 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 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 any lease, and for any period or periods of time and to amend, change or modify leases and the terms and conditions thereof at any time of their 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 doing 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 changes 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 any part thereof in all other ways and for such other considerations as it would be lawful for any person acting in prudence 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, real or money borrowed or advanced on said real estate, or be obliged to see that the terms of this Trust Agreement 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 distressed 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 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 hereunder, (c) that said Trustee, or any successor in trust, was duly appointed and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) that the contents of the same are true and correct and 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, demand or action for any indebtedness or liability of any kind or amount, in or about the said real estate or the performance of this deed or said Trust Agreement or any amendment thereof, or for debts or claims of any kind or amount, in or about said real estate, and all such liabilities 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 Trust 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 persons and corporations whatsoever and whatever 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 principal, trust 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 of interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, profits and proceeds thereof as a beneficiary, 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 his certificate of title or duplicate thereof, or memorial, 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, aforesaid has hereunto set hand and seal this 30th day of July, 19 85.

John C. Lanaro [REAL] John C. Lanaro [REAL]

STATE OF **Illinois**)
County of **Cook**) ss. **Cheryl Brueckmann**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **John C. Lanaro, bachelor**

personally known to me to be the same person, whose name is **John C. Lanaro**, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **John C. Lanaro** signed, sealed and delivered the said instrument as **his** 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 **30th** day of **July**, A.D., 19 **85**.
Cheryl Brueckmann [REAL] Cheryl Brueckmann [REAL]
Notary Public

59-11-85
11-21-85

Exempt Under paragraph 3, Section 2, of the Revenue Code of 1972
[Signature]

EXEMPT BY TOWN OF CREEK TOWN OF CREEK
85302442
2112
[Signature]

Document Number

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

THIS INSTRUMENT PREPARED BY:

51120000

UNOFFICIAL COPY

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