

87525483

# UNOFFICIAL COPY

DEED IN TRUST

403

THIS INDENTURE WITNESSETH, that the Grantor Sandalia Gonzales, married, to Jose Gonzales, of the County of Cook and State of Illinois for and in consideration of ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto the **MARQUETTE NATIONAL BANK**, a National Banking Association of 6316 S. Western Ave., Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the 26th day of September 1980, known as Trust Number 9663, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 7 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 18), AND LOTS 8, 9 AND 10 (EXCEPT THE SOUTH 24 1/2 FEET THEREOF) IN BLOCK 9 (EXCEPT THAT PART TAKEN FOR WIDENING SOUTH ASHLAND AVENUE) IN ASHLAND, BEING A SUBDIVISION OF THE NORTH 3/4 AND THE NORTH 33 FEET OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 167 FEET THEREOF) IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to covenants, conditions and restrictions of record that do not affect the use and occupancy of the subject property as a four-flat, private, public, and utility easements and roads and highways, party wall rights and agreements, and general taxes for 1987.

Permanent tax numbers 20-18-223-026/027 20-18-223-042 LOT 9 & 10 080

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivided portion thereof, and to subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms to contract to sell, to lease, to convey and premises 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, power and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, at any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by lease to commence in the present or future, and upon any terms and for any period or periods of time, not exceeding in any case the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and in amended, 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 living the amount of present or future rentals, to partition or to exchange said property, 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 easement appurtenant to said premises or any part thereof, and incidental with said property and every part thereof in all other ways and for such other considerations as it would be lawful for a person owning the same to do 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged to provide 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under or by a 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 trust conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, 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 its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under or by any of them shall be only in the earnings, assets and proceeds arising from the sale or 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 the earnings, assets and proceeds thereof as aforesaid.

If the title to any of the above lands 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 "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 all and any 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 Jose Gonzales and Sandalia Gonzales hereunto set their hands and seal and seal and seal this 25 day of September 19 87.

Jose Gonzales (Seal) Sandalia Gonzales (Seal)  
JOSE GONZALES SANDALIA GONZALES

(Seal) (Seal)

Prepared By:

State of ILLINOIS  
County of COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that JOSE GONZALES and SANDALIA GONZALES, husband and wife personally known to me to be the same persons whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and the waiver of the right of homestead.

Given under my hand and notarial seal this 25 day of September 19 87  
Patricia A. Rosner  
Notary Public

**OFFICIAL SEAL**  
Patricia A. Rosner  
Notary Public, State of Illinois  
My Commission Expires 11/20/89

FOR RECORDERS USE ONLY

DEPT-91 RECORDING \$12.00  
T#1111 TRGN 4639 09/25/87 14:34:00  
#5747 #A \*87-525483  
COOK COUNTY RECORDER

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

5720 S. Ashland Avenue  
Chicago, Illinois 60636

DELIVERY INSTRUCTIONS:

MARQUETTE NATIONAL BANK  
6316 South Western Avenue  
CHICAGO, ILLINOIS 60636

OR  
BOX 300

1200

5/14/05 (RJM)

87525483

This space reserved for notary and revenue stamps

87525483

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87525183

