

(The Above Space For Recorder's Use Only)

A 953873 D1

THIS INDENTURE WITNESSETH, that the Grantor, CNA TAX INVESTORS, An Illinois Limited Partnership, of the County of Cook and State of Illinois, for and in consideration of the sum of \$ 10.00 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty 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 2nd day of February, 1987, and known as Trust Number 1259, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 37 in Block 3 in Sawyer's Subdivision of Block 3, in First Addition to Kensington, a Subdivision of the South 20 acres of the North 1/2 of the Southwest 1/4 of fractional Section 22, Township 37 North, Range 14.

Commonly known as 19 East 117th Place, Chicago, IL 60628

Permanent Index No. 25-22-313-009-0000 ML

E00

11.00

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 to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect, sell, subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to create any subdivision, from time to time, in possession, or reversion, by lease to commence in the present or in the future and upon any terms, 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 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, to lease 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 the present or in the future and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend any lease upon any terms and for any period or periods of time 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 reversion and to contract respecting the manner of fixing 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 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 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, rent or money borrowed or advanced on the trust property, or be obliged to see that the terms of the trust 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 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 any such conveyance, or other instrument, (a) that at the time of the delivery thereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that such conveyances or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries hereunder, (c) 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 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 said Trustee or his or her predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or his 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 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 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 available for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of the 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 of any other disposition of the said real property, and such interest in the said real property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the interest on the proof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

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 in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitation", 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 the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforsaid has hereunto set his hand and seal this 2nd day of February, 1987.

CNA TAX INVESTORS  
By: Michael B. Nadler  
Michael B. Nadler,  
General Partner

STATE OF ILLINOIS  
COUNTY OF COOK ) ss.

I, Josephine Aguilar, a Notary Public in and for said County, in the State of Illinois, do hereby certify that MICHAEL B. NADLER, General Partner of CNA TAX INVESTORS 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 he signed, sealed and delivered the said instrument as 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 of office this 19 day of February, 1987.  
OFFICIAL SEAL  
Commission Expires JOSEPHINE AGUILAR  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires Oct. 9, 1990

Josephine Aguilar  
5225 W. Touhy - Suite 103  
Skokie, Illinois 60077

ADDRESS OF PROPERTY:  
19 E. 117th Place  
Chicago, Illinois 60628

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

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO  
RICHARD GLICKMAN  
111 W WASHINGTON 1025  
CHICAGO IL 60602

BOX 899 - WJ

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
REVENUE  
DEPT OF REVENUE  
0475  
CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
REVENUE  
DEPT OF REVENUE  
0475  
DOCUMENT NUMBER  
87141234

UNOFFICIAL COPY

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

TRUST NO. 1259

**DEED IN TRUST**

(WARRANTY DEED)

TO



**CAPITAL BANK  
AND TRUST  
OF CHICAGO**

TRUSTEE

Property of Cook County Clerk's Office

87141234

1987 MAR 16 PM 3:00

COOK COUNTY  
FILED FOR RECORD

87141234

RECORDED  
INDEXED  
MAR 16 1987  
CLERK OF COOK COUNTY  
CHICAGO, ILLINOIS

4-11-87

1987 MAR 16 PM 3:00