

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, RAYMOND FIGUEROA and THERESA DELGADO, his wife 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 19th day of Sept. 19 88, and known as Trust Number 106516-02, the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL I:

Lot 27 in Block 9 in Shipman, Bill and Merrill's Subdivision of the East 1/2 of the North East 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 2136 N. Spaulding, Chicago, Illinois 60647. Tax No. 13-35-224-017-0000

PARCEL II:

Lot 28 in Block 20 in C. B. Simon's Resubdivision of Block 20 in E. Simon's Subdivision of the Southeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 3506 W. North Avenue, Chicago, Illinois 60647. Tax No. 13-35-419-034-0000

PARCEL III: The West Two (2) feet of Lot Nineteen (19) and all of Lot Twenty (20) in Block One (1) in Van Schaack and Herrick's Subdivision of the Northwest Quarter of Section Two (2), Township Thirtieth (30) North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 3445 W. North Avenue, Chicago, IL 60647. Tax No. 16-02-201-005-0000

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 to manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to locate any substitution or part thereof, and to redivide 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 reservation to convey said real estate or any part thereof to a surety or sureties in trust and to grant to such surety or sureties in trust all of the title, estate powers and authorities vested in said Trustee, to donate to dedicate, to mortgage, 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 reversion, by leases to commence in the present or in the future, and upon any term and for any period or periods of time, not exceeding in the case of any single lease the term of 194 years, and to renew or extend leases 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 less than, to grant options to lease and options to renew leases and options to purchase the whole or any part thereof, and to contract respecting the manner of filing 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 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 said real estate, or be obliged to see to the terms of this trust, hereinafter, to be 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 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 mortgage, lease or other instrument, as 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, and 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, less 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 necessary rights, powers, authorities, duties and obligations of its his or their predecessor in trust

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually nor as Trustee nor its successor or predecessor in trust shall incur any personal liability of be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may be or may be deemed to do in or about the said real estate or under the provisions of this Deed, or said Trust Agreement or any amendment thereof, 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, 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 attorneys-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 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, if 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 thereof as aforesaid, the intent hereof being to vest in said American National Bank and Trust Company of Chicago 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 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 S hereby expressly waive and release 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 S aforesaid have hereunto set their hands and seals, this 20th day of Sept. 19 88. RAYMOND FIGUEROA (SEAL) THERESA DELGADO (SEAL)

STATE OF ILLINOIS) GAIL M. DIZONNO) a Notary Public in and for said County of COOK) County, in the State aforesaid, do hereby certify that Raymond Figueroa and Theresa Delgado, his wife

personally known to me to be the same person S whose names 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 seal this 20th day of September A.D. 19 88. Gail M. Dizonna Notary Public

My commission expires Sept. 25, 1989

except under provisions of paragraph E, Section 4, Real Estate Transfer Tax Act.

DATE 9-22-88 BUYER, SELLER OR REPRESENTATIVE Raymond Figueroa

This space for affixing Riders and Revenue Stamps

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSFER TAX ORDINANCE BY PARAGRAPH E OF SECTION 200.1-2B6 OF SAID ORDINANCE. Raymond Figueroa

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