

The above space for recording use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

Israel Diaz and Gloria Diaz, his wife

88340050

of the County of and State of , for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto COLONIAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation whose address is 5850 West Belmont Avenue, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of June 19 88, and known as Trust Number 1352 the following described real estate in the County of Cook and State of Illinois, to wit:

Lots Seventeen (17) and Eighteen (18) in Bruse's Resubdivision of Lots Twenty Nine (29) to Forty Seven (47) and Eighty Four (84) to Ninety Three (93) in Walter Merrick Subdivision of Block Six (6) in the Superior Court Partition of the East One Half (1/2) of Section Two (2), Township Thirty Nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 1044-46 N. Spaulding, Chicago, Illinois P.I.N.16 02 409 055 0005

COOK COUNTY REAL ESTATE TRANSACTION TAX RECEIPT 50.00 STATE OF ILLINOIS REAL ESTATE TRANSFER TAX RECEIPT 50.00

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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to subdivide 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 consideration including deeds conveying directly to a Trust Grantee, to convey said real estate or any part thereof to 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 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 present or in 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 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 leases and to grant options to lease 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 easement 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 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 that the terms of this 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 any 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 execution 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 was binding upon all beneficiaries thereunder, (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) that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are duly vested with all the title, estate, rights, powers, authorities, duties and obligations of the title of their predecessor in trust

This conveyance is made upon the express understanding and conditions that neither Colonial Bank and Trust Company of Chicago, in their office 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 its 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 if an attorney in fact, hereby specifically 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 or any of them shall be only in the earnings, avails 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Colonial Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all the real estate above described

If the title to any of the above real estate is now or heretofore 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, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid have hereunto set their hand(s) and seal(s) this 20th day of

July 19 88 Israel Diaz (SEAL)

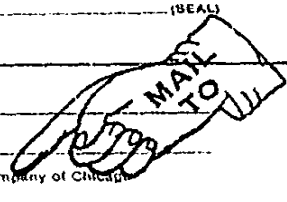
Gloria Diaz (SEAL)

Document Number

THIS DOCUMENT PREPARED BY:

Colonial Bank and Trust Company of Chicago Box 63

For information only insert street address of above described property.



UNOFFICIAL COPY

88340050

DEPT-01

\$12.00

T#4444 TRNN 1220 07/29/88 14:13:00
#1250 # D * -88-340050
COOK COUNTY RECORDER

STATE OF Illinois } I, the undersigned _____, Notary Public in and for said
County Of Cook } SS. _____ County, in the State aforesaid, do hereby certify that Israel Diaz and Gloria Diaz,
his wife

personally known to me to be the same person(s) whose name is _____ 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 notarial seal this 25th day of JULY A.D., 19 88

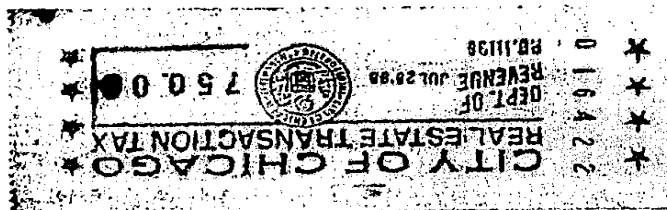
David Delgado
Notary Public

My commission expires _____



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12/10