

**DEED IN TRUST
(QUIT CLAIM)**

UNOFFICIAL COPY

89-12012

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor a **THOMAS P. O'BRIEN**, a bachelor
and **LORI L. OLSZEWSKI** married to **TIMOTHY WALSH**

of the County of COOK and State of ILLINOIS, for and in consideration of the sum
of TEN AND 00/100 Dollars, 10.00, in hand paid, and of other good and valuable consideration, receipt of which is hereby
duly acknowledged, Convey 8 and Quit-Claim 8 unto Capitol Bank and Trust, an Illinois banking corpora-
tion whose address is 4001 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 14th day of June 1989, and
1989.

LOT 15 IN BLOCK 17 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 33 FEET) LYING SOUTH OF NORTHWESTERN ELECTRIFIED RAILROAD COMPANY'S RIGHT OF WAY OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- DEPT-01
- T@5555 TRAN 2811 09/07
- #5139 + E *-89-
COOK COUNTY RECORDER

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 by said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, project and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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, to convey said real estate or any part thereof to a successor in successional trust and to grant to such successors, or to certain in trust for the benefit of persons, corporations, companies, associations, partnerships, estates, executors, administrators, heirs, legatees, devisees, and other persons, any part thereof, from time to time, in principal or otherwise, by leases 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 150 years, and the renew or extend leases upon any terms and for any period or periods of time as shall be agreed, changes or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leasehold or 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 or premium on leases and options or exchange said real estate or any part thereof, to collect rents, profits, charges and expenses, to pay taxes, insurance, or charges of any kind, to recover possession, quiet enjoyment, any right, title or interest in or out of 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 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, or any part thereof, have the converted, converted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to be fully compensated of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to inquire into the title, ownership, 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 the said trust property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the title created by this deed or by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms of this deed or of said Trust Agreement, (c) that the said conveyance or other instrument was duly authenticated and stamped as a deed and delivered over such deed, trust deed, lease, mortgage or other instrument and (d) (i) the conveyance to make a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully authorized to act in the title estate, rights, powers, authorizations, duties and obligations of the party lastly possessed in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either individually or as Trustee, nor his successor or successors in trust shall incur any personal liability in respect thereto, except in so far as it may result from anything done by him or his agents or servants in the course of carrying out the intent of this Deed or about the ownership of or under the title of any of the land or buildings herein mentioned or amendment thereto, or for costs 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 Trustees in connection with said real estate may be entered into by it in the name of the then beneficiaries under said trust or agreement as their attorney, and not hereby irrevocably appointed for such purpose, or at the election of the Trustees, in the name of the Grantor, or of the then beneficiaries under said trust or agreement as their attorney.

All persons and corporations whomsoever and whatsoever shall be charged with notice of this conveyance from the date of the filing 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, assets and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, assets and proceeds thereof as aforesaid, the intention being to vest in the trustee the entire legal and equitable title in, for example, us 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 enter in the certificate of title or duplicate thereof, or memorandum, 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 waives, and release, to, any and all right or benefit under and by virtue of any and all such import, in accordance with the statute in such case made and provided.

IN WITNESS WHEREOF, the Captain is represented by S. Bremerton, the 1st hand, is W. C. Gandy.

IN WITNESS WHEREOF, the witness has signed
day of June " 18 89

X *Thomas P. O'Brien* (Seal)
THOMAS P. O'BRIEN

LORI L. OLSZEWSKI A/K/A
LORI L. WALSH

STATE OF Illinois }
COUNTY OF Cook

I, Barbara A. Jankowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS P. O'BRIEN, a bachelor & LORI L. OLSZEWSKI married to personally known to me to be the same person as whose name is are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the 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 14th day of June 1989.

Commission expires May 2 1992

NOTARY PUBLICS

MAIL TO:
TRUST DEPT.
Capitol Bank and Trust
4801 W. Fullerton
Chicago, IL 60639

An official notary seal for Barbara A. Jankowski. The seal is rectangular with a double-line border. Inside, the words "OFFICIAL SEAL" are at the top, followed by "BARBARA A. JANKOWSKI" on the left, "NOTARY PUBLIC, STATE OF ILLINOIS" in the center, and "MY COMMISSION EXPIRES 5/2/92" on the right.

ADDRESS OF PROPERTY
4414 N. Maplewood
Chicago, IL 60625
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO

CAPITOL BANK AND TRUST OF CHICAGO
4801 W. FULLERTON
CHICAGO, ILL. 60639

(Address)

RETURN TO:

Capitol Bank and Trust
4801 West Fullerton
Chicago, Illinois 60639

TRUST NO. _____

UNOFFICIAL COPY

DEED IN TRUST

(QUIT CLAIM DEED)

TO

**CAPITOL BANK
AND TRUST**
4801 W. Fullerton • Chicago, Illinois 60639 • (312) 622-7100
Member FDIC

TRUSTEE

20260

Property of Cook County Clerk's Office