

DEED IN TRUST

This Indenture Witnessed by 8 9 4 5 2 6 3 89-435268

ROBERT PEREZ AND MADELINE R. PEREZ, HIS WIFE

of the County of COOK and State of ILLINOIS for and in consideration of TEN AND NO/100 Dollars.

and other good and valuable considerations in hand paid Convey unto the INDEPENDENT TRUST CORPORATION, 1701 W 22nd St. Suite 101, Oak Brook, Illinois 60451, a corporation of Illinois, as Trustee under the provisions of the Trust Agreement dated the 13th day of SEPTEMBER 1989 known as Trust Number 6000071 the following described real estate in the County of COOK and State of ILLINOIS to wit:

LOT 11 IN BLOCK 6 OF THE SUBDIVISION OF BLOCKS 3 THRU 6 OF GEORGE BICKERDIKKE'S ADDITION TO CHICAGO BEING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 17-08-110-005 DEPT-01 RECORDING TH#444 TRAM 0165 09/15/89 11:05:00 \$12.25
89-435268 H2293 W D *89-435248
ADDRESS: 1427 WEST SUPERIOR, CHICAGO ILLINOIS COOK COUNTY RECORDER

Exempt under provisions of Paragraph Section 8, Real Estate Transfer Tax Act

9-14-89 Date Buyer, Seller or Representative

TO HAVE AND TO HOLD the said premises 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, mortgage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any building or part thereof, and to redivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to lease with or without consideration, to convey said 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 like estate, powers and authorities vested in said trustee to donate, to dedicate to mortgage, purvey or otherwise dispose of said property, or any part thereof, to lease said property, or any part thereof, from time to time, in person or by receiver, by lease to a certain date, in person 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 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 property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any rights, title or interest in or about or appertaining appurtenant to said premises or any part thereof, and to deal with said property 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 in the same or other similar 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 execution of any purchase money note or money borrowed or advanced on or said premises, or be obliged to see that the terms of the 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 procure a duplicate copy 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 premises, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, for 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, for 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 other instruments thereto binding upon all beneficiaries hereunder, for that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and for 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 fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trust or of their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither Independent Trust (a) partition individually or as trustee, nor its successor or successors in trust shall in any personal liability, be subjected to any claim, judgment or decree for anything or for any of its or their agents or attorneys may do or fail to do in or about the said trust estate or under the provisions of the Deed or said Trust Agreement or any amendments thereto, or for any liability 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 the said 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 authorized 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 said 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 of all persons claiming under them or any of them shall be only in the earnings, dividends 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 earnings, dividends 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 as is provided.

And the said grantor hereby expressly waives and releases hereby and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of beneficiaries from sale on execution or otherwise.

In Witness Whereof, the grantors and their and hereunto set hand and seal the 14th day of September 1989
Robert Perez (SEAL) Madelaine R. Perez (SEAL)
ROBERT PEREZ (SEAL) MADELAININE PEREZ (SEAL)

SAS of 9/20/35/3M/M

Property Address: 1427 West Superior
Chicago, Illinois
Document prepared by Raul Vega, Attorney at Law
4144 West North Avenue
Chicago, Illinois
Permanent Real Estate Tax Number 17-08-110-005

1225

UNOFFICIAL COPY

I, RAUL VEGA
a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

ROBERT PEREZ AND

MADELINE PEREZ, HIS WIFE

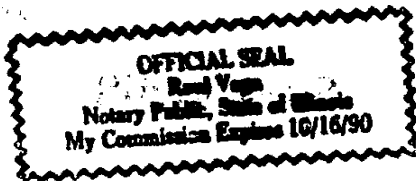
who

personally known to me to be the same person S whose name S 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 14th day of September, 1989

Raul Vega

Notary Public



Property of Cook County Clerk's Office

89435268

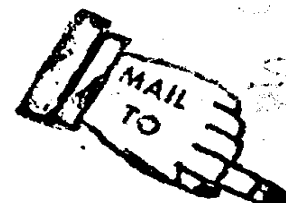
TRUST No.

DEED IN TRUST

TO

INDEPENDENT TRUST CORPORATION
TRUSTEE

PROPERTY ADDRESS



Mail To:

INTRUST
INDEPENDENT TRUST CORPORATION

1301 W. 22nd Street - Suite 702
Oak Brook, Illinois 60521