

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS JAVIER SANTOS and YOLANDA SANTOS, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten & 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 METROPOLITAN BANK and TRUST COMPANY, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the seventh (7th) day of December 19 89, and known as Trust Number 1820, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: 2451 West Arthington Street, Chicago, Illinois

Legal description: Lot 27 in Block 1 in Rawson's Subdivision of the East half of the South East quarter of the South East quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 16-13-820-004 DEPT-01 RECORDING \$13.25 T93333 TRAN 3660 12/12/89 12:25:00 #3665 + C --89-591821 COCK COUNTY RECORDER

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes upon the limitations set forth in said Trust Agreement

Full power and authority consistent with the above described Trust Agreement is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate public streets, highways or alleys, and to execute any subdivision of part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or otherwise dispose of, in whole or in part, to convey, either with or without consideration, to lease 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, power and authority vested in said Trustee, to divide, 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, for years in number or in years, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 real estate and to contract in writing the manner of doing the same, to execute any deed, conveyance, partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant payments or charges of any kind, to release, convey, to partition 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 should 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 in whom said real estate or any part thereof shall be conveyed, restricted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the satisfaction of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to inquire into 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 be obliged to receive 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 conveyance, lease or other instrument, (a) 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, (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 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, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Metropolitan Bank and Trust Company individually or as Trustee, nor its successor or successors in trust shall have any personal liability or be subjected to any claim, judgment or decree for anything in or by them or their agents or attorneys may hereafter 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 failure to perform or to carry out hereunder in or about said real estate, any and all such liability being hereby expressly waived and released. Any such claim, judgment or decree incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the trust beneficiaries hereunder. This Agreement as their attorney in fact is 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 claim, judgment or decree against itself 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 whatever 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, rents and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be a personal property, and to be a personal property shall have any title or interest in or equitable, but only an interest in earnings, rents and proceeds thereof as aforesaid, and the intention hereof being to vest in said Metropolitan Bank and Trust Company 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 accord 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 of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, JAVIER SANTOS hereunto set their hand and seal this 7th day of December 1989. Yolanda Santos (REAL) Javier Santos (REAL)

STATE OF ILLINOIS VIRGINIA T. LUEVANO, a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that JAVIER SANTOS and YOLANDA SANTOS, his wife

personally knows me to be the same person, whose name is are they 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 7th day of December A.D. 1989. My commission expires February 2, 1993.

Mail to: METROPOLITAN BANK and TRUST COMPANY 2201 W. CERMAK ROAD CHICAGO, ILLINOIS 60608 Attention: TRUST DEPARTMENT

THIS INSTRUMENT WHITCUP & ARCE 3618 West 26th Street Chicago, Illinois 60623

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This space for Attorney Orders and Revenue Stamps

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