

UNOFFICIAL COPY

DEED IN TRUST

(QUIT-CLAIM)

(The Above Spans For Recorder's Use Only)

488532 JEW

THIS INDENTURE WITNESSETH, that the Grantor the Town of Cicero, an Illinois Municipal Corporation

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars, (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby

duly acknowledged, convey and Quit-Claim unto Capitol Bank and Trust, an Illinois banking corporation whose address is 4801 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 9th day of April, 1990 and known as Trust Number 2018, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 41, 42, 43, 44, 45, 46, 47 AND 48 IN BLOCK 12 IN MORTON PARK SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND SOUTH 1/2 OF NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 16-28-219-027 (Lots 31 and 42)  
16-28-219-031 (Lots 43 and 44)  
16-28-219-030 (Lots 45 to 48)

1622 TRMN 5062 08/28/90 12:54:00 #6021 \*90-418465

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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and maintain said real estate or any part thereof, to dedicate parks, streets, highways or alleys and 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, to convey 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, 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 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 renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of filing the amount of present or future rentals, in 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 estate 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, 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 the trust property, or be obliged to see that the terms of the 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 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 relying upon or claiming under any such instrument, and the grantor hereby agrees that at the time of the delivery thereof the trust created by this deed and by said Trust Agreement was in full force and effect and that such conveyance or release hereunder was executed in accordance with the terms, conditions and limitations contained herein and in said Trust Agreement and in all other instruments and is binding upon all beneficiaries thereunder. (c) The 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, or their predecessor or predecessors in trust, were fully vested with all the title, rights, powers, authorities, duties and obligations of the Trustee or their predecessor or predecessors in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either individually or 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 their attorney-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 created only so far as the trust property and funds to the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever and whatsoever shall be charged with notice of the 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 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, avails and proceeds thereof as aforesaid, the intent hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in 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 note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitation", or words of similar import, in accordance with the statute in such case made and provided.

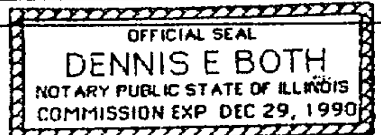
IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set hand and seal this 9th day of August, 19 90.

Henry J. Blossak [Seal] Town President  
Alice Darda [Seal] Town Clerk

STATE OF Illinois ) ss.  
COUNTY OF Cook )

I, Dennis E. Both, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Henry Blossak & Alice Darda personally known to me to be the same persons whose names 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 24th day of August, 19 90.  
Commission expires December 19 90.



ADDRESS OF PROPERTY:  
5100-5114 West 25th Street  
Cicero, IL 60650  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO:  
(Name)  
(Address)

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

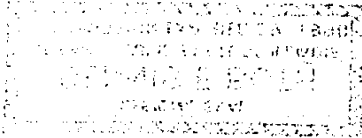
Document Prepared By:  
Dennis E. Both, Town Attorney  
4937 West 25th Street, Cicero, IL 60650

Box 250

90418465  
EXEMPT BY TOWN OF CICERO  
8/24/90  
Buyer, Seller or Representative  
8-28-90  
Date  
B AFFIX "RIDERS" OR REVENUE STAMPS HERE  
Section 4.  
Exempt under provisions of Paragraph  
Real Estate Document No.

DOCUMENT NUMBER  
90418465

# UNOFFICIAL COPY



90418465

COOK COUNTY CLERK

Property of Cook County Clerk's Office

RETURN TO: Capitol Bank and Trust  
4801 West Fullerton  
Chicago, Illinois 60639

TRUST NO. \_\_\_\_\_

## DEED IN TRUST

(QUIT CLAIM DEED)

TO



4801 W. Fullerton • Chicago, Illinois 60639 • (312) 622-7100

TRUSTEE

RECORDED IN BOOK 157 PAGE 100

90418465

COOK COUNTY CLERK