

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **FRANKLIN LAWRENCE GRAJE, A/K/A FRANKLIN L. GRAJE, MARRIED TO JACQUELINE GRAJE** of the County of **COOK** and State of **ILLINOIS**, for and in consideration of the sum of **TEN DOLLARS AND NO/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 **CAPITAL BANK**, AS TRUSTEE UNDER TRUST AGREEMENT DATED 6/29/89 AND KNOWN AS TRUST NUMBER 1820 Agreement, dated the **29TH** day of **JUNE** **19 89**, and known as Trust Number 1820 , the following described real estate in the County of **COOK** and State of **Illinois**, to wit:

LOT 14 IN BLOCK 3 IN W.W. MARCY'S RESUBDIVISION OF PARTS OF ROBERTSON'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 SOUTH OF GRAND AVENUE AND EAST OF THE WEST 26.60 CHAINS OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90569225

THIS PROPERTY DOES NOT CONSTITUTE HOMESTEAD PROPERTY FOR JACQUELINE GRAJE WHO HAS NOT INTEREST IN SUBJECT REAL ESTATE.

SUBJECT TO: IF ANY; CONVENTIONS, CONDITIONS, RESTRICTIONS OF RECORD, PUBLIC AND UTILITY EASEMENTS, ROADS AND HIGHWAYS, PARTY WALL RIGHTS AND AGREEMENTS, EXISTING LEASES AND TENANCIES, AND SUBJECT ONLY TO REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING. LIN: 13-33-417-021

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 manage, handle, protect and subdivide said real estate or any part thereof, to dedicate parks, buildings or alleys, to lease, encumber or part thereof, or any subdivided said real estate or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms to success or otherwise with or without consideration to convey said real estate or any part thereof to a successor of the executors in trust and to grant to such successor or successors in trust all title, estate, rights, powers and authorities vested in said Trustee, to donate to dedicated, to mortgage, place or otherwise encumber said real estate or any part thereof in fee simple, for a term or in severalty or for a term or in severalty in fee simple or otherwise in fee simple, or in future or undivided interest for any period or periods of time not exceeding in the case of any single lease the term of the 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 property 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 fixtures on or over any part of the property or interest in or right of way, easement, approach, right of entry, right of way, right of way, right of access, right of way, right of access, right of entry or interest in any part of the property, to sell, assign, transfer, convey, give, lease, let, rent, alienate, part with title to any part of the property and every part thereof, in all other ways and in every other manner as may be lawful for any person having 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, be liable to said real estate, or to whom sold real estate, or to whom sold real estate or any part thereof, to contract to be sold, leased or mortgaged by said Trustee, or to whom sold real estate, or to whom sold real estate or any part thereof, to contract to be sold, leased or mortgaged by said Trustee, or to whom sold or mortgaged to inquire into any of the terms of this 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 Register of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, it is 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, that such conveyance or other instrument was executed in accordance with the intent and intention of the parties to this Indenture and in said Trust Agreement in all respects, and that such conveyance or other instrument was made by the said Trustee, or any successor in trust, or any other person or persons, and that such conveyance or other instrument was made by the said Trustee, or any successor in trust, that such conveyance or succession in trust have been properly executed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Trustee, nor its successor or successors in trust, shall incur any liability or be subjected to any claim, judgment or decree for anything done or omitted by any agent or attorney, man or woman, in the performance of the duties under the provisions of this Trust or said Trust Agreement, or any amendment thereto, except in respect of property happening in or about said real estate, and all such liability being expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced only by it in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purpose 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 available to the payment and discharge thereof. All persons and corporations whatsoever and whenever and wherever he shall be charged with notice of this condition from the date of the filing for record of this trust.

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, profits and proceeds arising from the sale of 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, except such but only an interest in personal, assets and proceeds thereof, as aforesaid, the intention herein being to vest in said beneficiaries 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 Register of Titles is hereby directed not to register or hold in the certificate of title or duplicates 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor **forenamed** has **VE** hereunto set **THEIR** **hand** **and**

seal **this** **14TH** **day of** **NOVEMBER** **19 90**

Franklin Lawrence Graje **(Signature)** **[SEAL]**

STATE OF **ILLINOIS** **COOK** **{** THE UNDERSIGNED
County of _____, in the State aforesaid, do hereby certify that **FRANKLIN LAWRENCE GRAJE**
A/K/A FRANKLIN L. GRAJE, MARRIED TO JACQUELINE GRAJE

personally known to me to be the same person as whose name **FRANKLIN LAWRENCE GRAJE** subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that **HE** signed, sealed and
delivered the said instrument as **HIS** 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** **14TH** **day of** **NOVEMBER** **19 90**

OFFICIAL SEAL
RAYMOND L. LANGON
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 9-29-91

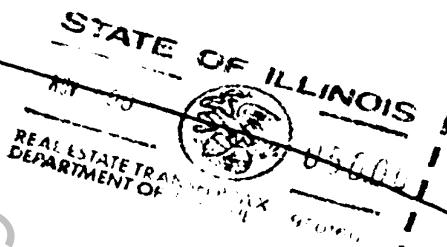
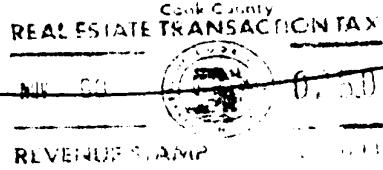
Raymond L. Langon **(Signature)**

Notary Public

4815 W. ST. PAUL CHICAGO, IL 60639

**For information only insert street address of
above described property.**

UNOFFICIAL COPY



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Property of Cook County Clerk's Office