

DEED IN TRUST

UNOFFICIAL COPY 90052410

Form 101 Rev. 11-71

2506215 Hwy 13W 310

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Guadalupe Rios and Lupe Rios, his wife, in joint tenancy 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 considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 24th day of June 19 88, and known as Trust Number 105815-02 the following described real estate in the County of Cook and State of Illinois, to wit:

LOTS 15 AND 16 IN BLOCK 1 IN CLARKSON'S SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 13-36-113-044
Commonly known as: 2100-02 N. Albany, Chicago, IL 60647

CITY OF CHICAGO REAL ESTATE TRANSACTIONS UNIT DEPT. OF RECORDS & CLERK 506-000

90052410

TO HAVE AND TO HOLD the said real estate with the covenants, 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, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or sidewalks to public use, 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 or any part 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 in present or in future and upon any term, 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, in contrast to make lease 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, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant a conveyance or charge of any kind, to release, convey or assign 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 would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways herein 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, contracted to be sold, leased or mortgaged by said Trustee, or an assignor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see to 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 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 (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, and where: (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 trust, 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 in 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors 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 agent or attorney may do or omit to do in or about the said real estate or under the provisions of this deed, trust deed, mortgage or any amendment thereof, 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or in the name of the Trustee, in its own name, as Trustee of its 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 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 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 or 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 or such, but only an interest in the earnings, profits and proceeds thereon as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the said real estate herein 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 to certify the 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 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 exemptions from sale or execution or otherwise.

In Witness Whereof, the grantor, S Guadalupe Rios and Lupe Rios, do hereby certify that Guadalupe Rios and Lupe Rios, his wife, in joint tenancy, personally known to me to be the same person, whose name 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 redemption.

STATE OF ILLINOIS } RONALD KAPLAN, a Notary Public in and for said County of COOK } County, in the State aforesaid, do hereby certify that Guadalupe Rios and Lupe Rios, his wife, in joint tenancy

GIVEN under my hand and seal of the State of Illinois, this 18th day of July, 1988.

RONALD KAPLAN, Notary Public

My commission expires

CITY OF CHICAGO REAL ESTATE TRANSACTIONS UNIT DEPT. OF RECORDS & CLERK 506-000 875.00

MAIL TO: American National Bank and Trust Company of Chicago Box 221

2100-02 N. Albany, Chicago, IL 60647

For information only insert street address of THIS INSTRUMENT WAS PREPARED BY RONALD KAPLAN

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DEPT-01 RECORDING \$13.00
143333 TRAM 8013 01/31/90 16:11:0000
#3751 # -90-052410
COOK COUNTY RECORDER

90-052410

Property of Cook County Clerk's Office

COOK COUNTY RECORDER
216413
FEB 1 1990
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
\$250.00

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