UNOFFICIAL COPY

90061652

DEED IN TRUST

(~~QUIT CLAIM~~)
(WARRANTY)

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(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor S ALMON YOUNG, JR. AND ANNA PAULINE YOUNG 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 ~~Quit Claim~~ WARRANT 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 26th day of November 86 and known as Trust Number 1170, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOTS 19, 20, AND THAT PART OF LOT 21 IN RESUBDIVISION OF BLOCK 3 IN WEST CHICAGO LAND'S COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE LOT 21; THENCE WEST ALONG THE NORTH LINE OF LOT 21, 15.49 FEET TO THE WEST FACE OF A 1'-1" WIDE BRICK WALL; THENCE SOUTH ALONG SAID WEST FACE OF THE BRICK WALL TO A POINT ON THE SOUTH LINE OF LOT 21, SAID POINT BEING 15.34 FEET WEST OF THE SOUTHWEST CORNER OF LOT 21; THENCE EAST ALONG THE SOUTH LINE OF LOT 21, 15.34 FEET TO THE SOUTHEAST CORNER OF LOT 21; THENCE NORTH ALONG THE EAST LINE OF LOT 21 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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 subdivide 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 198 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 with respect to 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 charges of any kind, to release, convey or assign any right, title or interest in or about or easement 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 trust property shall be conclusive evidence in favor of every person 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, 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 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, 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 intention 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 enter 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 and provided.

And the said Grantor S hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor S aforesaid ha ve hereunto set their hand S and seal S this 29th day of December, 1989.

Almon Young, Jr. (Seal) Anna Pauline Young (Seal)

(Seal)

"OFFICIAL SEAL"
SANTI W. MARALDO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/12/92

STATE OF Illinois
COUNTY OF Cook

I, Santi W. Maraldo, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Almon Young, Jr. and Anna Pauline Young 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 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 29th day of December, 1989.

Commission expires April 12, 1992

NOTARY PUBLIC

13 00

AFFIX "RIDERS" OR REVENUE STAMPS HERE

REAL ESTATE TRANSACTION TAX
REVENUE STAMP
DEC 89
Cook County

32 00

90061652

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

Document Prepared By:
Santi Maraldo
305 S. Oak Park
Oak Park, IL 60304

BOX 333 — TH

ADDRESS OF PROPERTY:
4243 West Kenzie
P.I.N 16-10-401-006

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:
DAVID S. WILLIAMS (Name)
P.O. BOX 3307 (Address)
OAK PARK, IL 60303

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)~~
(WARRANTY)

TO

CAPITOL BANK AND TRUST
4801 W. Fullerton • Chicago, Illinois 60639 • (312) 622-7100
Member FDIC

TRUSTEE

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