

DEED IN TRUST
(QUINCY/AM)

UNOFFICIAL COPY
90067458

COOK
CO. NO. 018
003751

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor William E. Bowers *W. Bowers*
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 9 and 1170 unto Capitol Bank and Trust, an Illinois banking corpora-
tion 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 19 86, and
known as Trust Number 1170 and State of Illinois, to-wit:

LOTS 18 IN RESUBDIVISION OF BLOCK 3 IN WEST CHICAGO LAND
COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P.I.N. 16-10-401-004
Property Address: 4241 West Kinzie, Chicago, Illinois

13.00

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 defend said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to
vacate any subdivision of part thereof, and to subdivide said real estate or any part thereof, to grant options to purchase or 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 lease 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 pur-
chase the whole or any part of the reversion 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, with 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 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 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 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 Trustee was acting in accordance with the terms, conditions and limitations contained herein and in said Trust Agreement or in all
amendments thereof, if any, and is binding upon all beneficiaries thereunder, (b) that the Trustee, or any successor in trust, was duly
authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument and (c) if the con-
veyance is made to a successor or successor in trust, that such successor or successor in trust is duly authorized and empowered and is fully
vested with all the title, estate, rights, powers, authorities, duties and obligations of the Trustee, or their predecessors in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either individually or as Trustee, nor his
successor or successors in trust shall incur any personal liability or be subjected to any claim, demand or charge for anything if or they
or his or their agents or attorneys may do or omit to do in or about the said real estate or any part thereof or 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 incurred into by the Trustee in con-
nection 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 direction 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
incurred or incurred into by it as far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and dis-
charge thereof). All persons and corporations whatsoever 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 of 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 or such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intent in hereof being to
vest in the Trustee the entire, legal and equitable title in fee simple, in and to all of the trust property aforesaid.

If the title to any of the trust property is now or hereafter registered, the Register of Titles is hereby directed not to file 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.

The said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of an and a
statute of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforsaid W. Bowers hereunto set his hand and seal, this 23rd
day of December, 19 89

William E. Bowers (Seal)
William E. Bowers

" 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

aforsaid, do hereby certify that William E. Bowers
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared be-
fore me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and volunt-
ary 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 23rd day of December, 19 89.
Commission expires April 12, 19 92 *Santi W. Maraldo* NOTARY PUBLIC

MAIL TO:
TRUST DEPT.
Capitol Bank and Trust
4801 W. Fullerton
Chicago, IL 60639
Document Prepared By:
S. Maraldo
503 S. Oak Park Ave.
Oak Park, IL 60309

ADDRESS OF PROPERTY:
4241 West Kinzie
Chicago, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
DAVID S. WILLIAMS
P.O. Box 3307
OAK PARK, IL 60303

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
FEB-93
0300
AFFIX "RIDERS" OR REVENUE STAMPS HERE
REVENUE STAMP
FEB-93
99
REAL ESTATE TRANSACTION TAX
COOK COUNTY
90067458
DOCUMENT NUMBER

72-40-408-408-22

RETURN TO: Capital Bank and Trust
4401 West Fullerton
Chicago, Illinois 60639

TRUST NO. _____

UNOFFICIAL COPY

DEED IN TRUST

(LIFE-ESTATED)
(WARRANTY)

TO

 **CAPITOL BANK
AND TRUST**
4401 W. Fullerton • Chicago, Illinois 60639 • (312) 622-7100
Member FDIC

TRUSTEE

Property of Cook County Clerk's Office