

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor, CNA TAX INVESTORS, an Illinois limited partnership,

of the County of Cook and State of Illinois for and the consideration of the sum of Ten and No/100ths Dollars, (\$ 10.00)

in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warranty S to 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 1st day of February, 1990 and known as Trust Number 1964 the following described real estate in the County of COOK

The North 25 feet of Lot 9 and the South 4 feet of Lot 10 in Block 6 in Herman's Subdivision of the Southwest Quarter of the Northwest Quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois 00117029

Permanent Index No. 20-27-120-009

Commonly known as 7431 S. Michigan, Chicago, IL 60619

TO HAVE AND TO HOLD the above 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 by 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 parts, streets, highways or alleys and to vacate any subdivision or part thereof, and to divide 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 mortgage, to lease, to purchase, to encumber said real estate or any part thereof, to lease said real estate, or any part thereof, from time to time, in perpetuity or for term, 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 lease, to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to mortgage, to purchase, to encumber or to lease the amount of present or future rentals, to partition or to exchange said real estate or any part thereof, to sell or convey all or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or thing or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all things as and for such other considerations as would be lawful for any person owning the same to deal with the same, whether such 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, real or money borrowed or advanced on the real 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, so that at the time of the delivery thereof if the trust created by this deed or by said Trust Agreement was in full force and effect, that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained hereon and in said Trust Agreement or in all amendments thereto, if any, and is binding upon all beneficiaries thereunder (a) in so far as said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver same, such deed, trust deed, lease, mortgage or other instrument and (b) 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 their predecessors in trust.

This conveyance is made upon the express understanding and condition that the Trustee, either individually or as Trustee, nor its successor or successors in trust shall incur any personal liability of be subjected to any claim, demand or decree for anything if they or its or their agents or attorneys may desire or omit to do in or about the said real estate or about 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 expressly appointed for such purposes, or as the election of the Trustee, in its own name, as Trustee or as their attorney, 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 whatsoever and whatsoever shall be charged with notice of this provision 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, rents and proceeds arising from the sale of any other disposition of the trust property, and such interest as 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, rents 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 register 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 hereby expressly waives and releases S and release S 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 of otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid by S hereunto set its hand and seal this 16th day of February, 1990

[Seal] CNA TAX INVESTORS [Seal]
By: Michael B. Nadler [Seal]
Michael B. Nadler, General Partner

STATE OF ILLINOIS
COUNTY OF COOK

I, Linda M. Bloomstrand, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael B. Nadler, General Partner of CNA Tax Investors, personally known to me as the same person whose name is subscribed to the foregoing instrument, appeared before me, this 16th day of February, 1990, 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.
Notary Public, State of Illinois
Commission Expires 10/21/92

Commission expires _____
This instrument prepared by and _____ NOTARY PUBLIC

MAIL TO:

RICHARD D. GLICKMAN
111 W. Washington - 1025
Chicago, IL 60602

ADDRESS OF PROPERTY,
7431 S. Michigan Avenue
Chicago, IL 60619
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO _____
(Name)

(Address)

13 Mail

APR 11 1990

DOCUMENT NUMBER

UNOFFICIAL COPY

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

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

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

TRUSTEE

Property of Cook County Clerk's Office

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