

DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

90174480

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor

AMERICANA SUBMARINE, INC., an Illinois corporation

of the County of Cook and State of Illinois, for and in consideration of the sum
 of TEN DOLLARS, \$ 10.00, in hand paid, and of other good and valuable considerations, receipt of which is hereby
 duly acknowledged, Conveying and Warranting onto 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 23rd day of March, 1990, and
 known as Trust Number 2013, the following described real estate in the County of Cook
 and State of Illinois, to wit:

LOTS 1, 2, 3, 4, AND 5 IN BLOCK 1 IN STEELE AND
 BROWN'S ADDITION TO MAYWOOD IN THE NORTHEAST
 QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE
 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 COUNTY, ILLINOIS.

COOK COUNTY RECORDER

REC'D - 1-27-90 - 5095

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REC'D - 1-27-90 - 5095

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
 grant any subdivision or plot thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to pur-
 chase, to assign, for any term or to convey otherwise, or without consideration, to convey said real estate or any part thereof to a successor
 or successors in trust and to grant any easement, right of way or other interest in or to said real estate or any part thereof, to a successor
 or successors in trust, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease or let, to renew or extend
 leases or any part thereof, from time to time, in perpetuity or for duration, by leases to commence in the present or in the future and upon any
 terms and for any period or periods of time, and not less than in the case of any single demise the term of 100 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
 permit others to exchange said real estate, or any part thereof, for another real or personal property, to grant easements or charges of any
 kind, to release covenants, covenants, restrictions, conditions, covenants, restrictions, conditions, covenants, restrictions, conditions, covenants,
 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 sold 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, 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, because of expediency of any act of said
 Trustee, or be obliged or compelled to inquire into any of the terms of said trust agreements 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 instru-
 ment is valid, subsisting and binding between the parties and fully and faithfully carried out in said Trust Agreement or in all
 amendments thereto, if any, and is binding upon all beneficiaries thereunder, (c) that the powers of the said Trustee in the said
 instruments are authorized and empowered to execute and deliver every such deed, trust deed, lease, rental or other instrument and (d) if the con-
 tinuance 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 him, her or them predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, either individually or as Trustee, nor its
 successor or successors in trust shall incur any personal liability or be subjected to any claim, demand or decree for anything it or they
 or its or their agents or attorneys may do or omit to do in or about the lots real estate or in the performance 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 in interest into by the Trustees in connec-
 tion with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement or its attorney
 in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustees, in its own name, as Trustee of an express trust
 and not individually and the Trustees shall have no mitigation 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 Trustees shall be sufficient for the payment and dis-
 charge thereof. All persons or corporations whomever and whatsoever shall be charged with notice of this condition from the date
 of this 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, assets and proceeds arising from the sale of any such disposition of the trust property, and such
 interest is hereby declared to be personal property, and an 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, assets and proceeds thereof as aforementioned. The intention is not being to
 vest in the Trustees the entire legal and equitable title in the property, 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 Register of Titles is hereby directed not to enter or make
 in the certificate of title or duplicates thereof, or memorial, the words "upon trust" or "upon condition", or "with limitation", or "by acts
 of public bodies", or according with the statute in such case made and provided.

And the said Grantor, hereby expressly waive, and release, any and all right or benefit under and by virtue of an, 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, aforesaid he, hereunto set hand and seal this 6th day of April, 1990.

(Seal)

AMERICANA SUBMARINE, INC.

(Seal)

BY: *Harry Tzoumas* (Seal)
HARRY TZOUMAS, PresidentSTATE OF Illinois
COUNTY OF CookI, *Cynthia L. Collo*, a Notary Public in and for said County, in the State

aforesaid, do hereby certify that *Harry Tzoumas*, President of Americana Submarine, Inc.,
 personally known to me to be the same person, whose name is *John*,
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *John* signed, sealed and delivered the said instrument at *1117* free and volun-
 tarily act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarized as follows:

OFFICIAL SEAL
CYNTHIA LYNN COLLO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/01

day of April 11, 1990.

Cynthia L. Collo
NOTARY PUBLIC

ADDRESS OF PROPERTY:

1117 South First Avenue

Maywood, Illinois 60153

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

SEND SUBSEQUENT TAX BILLS TO:

Ralph Scerbo

(Seal)

90174480
MAIL

DOCUMENT NUMBER

0244AT-06-

UNOFFICIAL COPY

TRUST NO.

2013

2001 West Fullerton
Chicago, Illinois 60639

DEED IN TRUST

(WARRANTY DEED)

TO

TRUSTEE

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

Property of Cook County Clerk's Office