

THIS INDENTURE WITNESSETH, that the Grantor John Epifanio and Rosemary Epifanio, his wife and Michael Epifanio and Shirley Epifanio, his wife,

of the County of Cook and State of Illinois for and in consideration of the sum of Ten dollars 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 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 8th day of July, 1991, and known as Trust Number 2234, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 16 IN BLOCK 1 IN DEVON CALIFORNIA ADDITION TO ROGERS PARK A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL (EXCEPT THE EAST 696.75 FEET) IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-36-417-032-0000

6500-04 N Washtenaw
AKIA 2208-08 W Arthur
Chicago, IL 60645

91483038

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 given to said Trustee with respect to the real estate or any part of it and at any time or times to mortgage, pledge and convey and to subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions or part thereof, and to redivide said real estate as often as deemed to contract to sell, to grant options to purchase, to sell on any terms or periods of time, 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 the title, estate, powers and authorities vested in said Trustee, to cause, 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, on possession or otherwise, 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 loans and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate, 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 to the whole or any part of 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 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 thereto, if any, and in conformity with all laws and regulations in force at the time of the execution thereof, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (c) 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 the trust, or their predecessor in trust.

The conveyance is made upon the express understanding and condition that the Grantor, neither 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 hereinafter incurred 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 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 whatsoever and whatsoever shall be charged with notice of the 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 real estate or any part thereof, and only as interest in the earnings, avails and proceeds thereof as aforesaid, the intent hereof being to vest in the Trustee the entire legal and equitable title 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 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 appeared by hereunto set hand and seal this 6th day of September, 1991.

Rosemary Epifanio (Seal) Shirley Epifanio (Seal)
John Epifanio (Seal) Michael Epifanio (Seal)
STATE OF Illinois
COUNTY OF Cook

Notary Public in and for said County, in the State of Illinois
I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that John Epifanio & Rosemary Epifanio, his wife and Michael Epifanio and Shirley Epifanio, his wife are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they read, 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 homestead.
GIVEN under my hand and Notary Seal this 6th day of September, 1991.
Nannette Block
Notary Public, State of Illinois
My Commission Expires 2/1/95
COMMISSION EXPIRES

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

Document Prepared By:
John W Belmont, Chicago, IL 60641

ADDRESS OF PROPERTY:
6500 N. Washtenaw
Chicago, IL
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO:
A Sobczak
6310 N. Cicero, Chicago, IL 60646

91483038
AFFIX "RIDERS" OR REVENUE STAMPS HERE
Exempt Under Real Estate Transfer Tax Act Sec. 4
Date 9-10-91
Sign

DOCUMENT NUMBER

UNOFFICIAL COPY

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

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

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

TRUSTEE

Property of Cook County Clerk's Office

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