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TRUSTEE'S DEED

THIS INDENTURE, made this 6th day of November, 1991, between State Bank of Countryside, a banking corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 14th day of March, 1990, and known as Trust No. 90-646 party of the first part, and REYNALDO G. CRUZ and ROSA MARIA R. CRUZ, his wife, as joint tenants of 2441 W. 61st Street, Chicago, Illinois, parties of the second part

WITNESSETH, that said party of the first part, in consideration of the sum of TEN ($10.00) and 00/100 dollars and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, REYNALDO G. CRUZ and ROSA MARIA R. CRUZ, his wife, the following described real estate, situated in Cook County, Illinois, to-wit

Lot 6 in Block 9 in W. D. Murdock's Marquette Park Addition, a Subdivision of the South 1/2 of the South West 1/4 of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, (except the East 50 feet thereof) in Cook County, Illinois.

P.I.N. 19-23-317-015-0000

Commonly known as 3817 W. 69th Street, Chicago, IL 60629

Together with the tenements and appurtenances thereunto belonging.
TO HAVE AND TO HOLD the same unto said parties of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

Subject to easements, covenants, conditions and restrictions of record, if any.

Subject to 1991 real estate taxes and subsequent years.

This deed is executed by the party of the first part as Trustee as aforesaid pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. SUBJECT HOWEVER to the liens of all trust deeds and of mortgages upon said real estate, if any, of record in said county, all unpaid general taxes and special assessments and other liens and claims of any kind, pending litigation and judgments affecting the said real estate, building and zoning laws and other restrictions of record, if any, party wall rights and party wall agreements, if any, Zoning and Building Laws and Ordinances, municipal liens, unpaid claims of any, easements of record, if any, and rights and claims of parties in possession.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Asst. Vice Pres. the day and year first above written.

STATE BANK OF COUNTRYSIDE as Trustee as aforesaid

By _____

Attest _____

STATE OF ILLINOIS, COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT SUSAN L. JUTZI of said State Bank of Countryside and WARREN J. BROCHIN of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. Vice Pres. respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Asst. Vice Pres. did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of November, 1991.

Lucille Stotz
Notary Public

Prepared by: S. Jutzi, 6724 Joliet Rd, Countryside, Ill. 60525

DELIVERY TO: NAME _____ STREET _____ CITY _____

OR RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

3817 West 69th Street

Chicago, Illinois 60629

Exempt under provisions of Paragraph _____, Section 4, Real Estate Transfer Tax Act.

Buyer, Seller or Representative

Date

This space for affixing riders and revenue stamps

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IT IS UNDERSTOOD AND AGREED between the parties hereto and by any party to [illegible] that the beneficiary is entitled to any interest under this trust, that the interest of such beneficiary hereunder shall consist solely of the power [illegible] to deal with the title to said real estate and to manage and control said real estate as herein after provided and the proceeds from the sale or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property and may be assigned and transferred as such, that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law, and that no beneficiary now has or shall have beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings avails and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries hereunder for the time being individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the Trustee until the original or a duplicate copy of the assignment in such form as the Trustee may approve, is lodged with the Trustee and its acceptance indicated thereon, and the recording fee of the Trustee for the acceptance thereof paid, and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not be so lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

In case said Trustee shall be required in its discretion to make any advances of money on account of this trust, or shall be made a party to any litigation on account of holding title to said real estate or in connection with the trust, in no case said Trustee shall be compelled to pay any sum of money on account of this trust whether [illegible] for taxes, assessments or properties, fines or penalties under any law, judgments or decrees or otherwise, or to pay the Trustee's fees for necessary services on account of this trust, to institute suit or retain counsel, and shall thereby incur no liability for so doing in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, the beneficiaries hereunder jointly and severally agree and bind themselves without demand, pay to the said Trustee, with interest thereon at the rate of 1% per annum, all such disbursements, advances or payments made by said Trustee, together with its expenses including reasonable attorney's fees, so that the said Trustee shall be reimbursed, or otherwise deal with said property at any time held hereunder, and to pay said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid, and so that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale, for such terms as it may see fit, and return from the proceeds of said sale a sufficient sum to make good such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorney's fees, hereunder, the surplus, if any, to the beneficiaries who are entitled thereto. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process therein and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

Notwithstanding anything herein before contained, the Trustee at any time and without notice, of any kind, may resign as to all or part of the trust properties if the trust properties or any part thereof is used, or the use thereof is authorized or contemplated, for any purpose (including, but not limited to, the sale at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other establishment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, or for any purpose which may be within the scope of the Dram Shop Act of Illinois or any similar law of any State in which the trust property or any part thereof may be located) which in the opinion of the Trustee may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability, hazard or litigation. Such resignation as to all or part of the trust properties shall be fully effected by the conveyance of the Trust property, or the part thereof as to which the Trustee desires to resign the trust hereunder, by the Trustee to the beneficiaries in accordance with their respective interests hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its costs, expenses and attorney's fees and for its reasonable compensation.

This Trust Agreement shall not be placed on record in the Recorder's Office or filed in the Office of the Registrar of Titles of the County in which the real estate is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder derivative to the title of said [illegible]

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