

THIS INDENTURE WITNESSETH, that the Grantors JOSEPH J. MOZDZEN and CELIA C. MOZDZEN, his wife

of the County of Cook and State of Illinois for and in consideration of the sum of Ten and no/100 Dollars is 10.00 Dollars in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged by us, Bank of Chicago/Garfield Ridge an Illinois bank corporation of 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 14th day of November, 1991 and known as Trust Number 91-11-10 the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 42 IN BLOCK 79 IN BARTLETT'S 6TH ADDITION TO BARTLETT HIGHLANDS A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD AND GENERAL REAL ESTATE TAXES FOR THE YEAR 1990 AND SUBSEQUENT YEARS.

P.L.N. 19-18-130-077

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 vacate any subdivision or part thereof, and to redivide 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 any successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to dedicate, to mortgage, to 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 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 lease 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 lease, 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, to lease and options to purchase the whole or any part of the real estate or any part thereof, respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate or any part thereof, for 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 appertaining to said real estate or any part thereof, and to deal with said real estate and every part thereof in other ways and for such other considerations as would be lawful for any person owning the same to deal with the same, whether similar to 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, be obligated to be sold, lease, or mortgage by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, cost of money, not well advanced on the trust property, or be obliged to see that the terms of the trust have been complied with, or be obligated to see that the title is correct, or the provisions 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, and that such conveyance or other instrument was executed in accordance with the trust, conditions, limitations and all contained herein and in said Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, and that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the parties, neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any lien, judgment or decree for anything at or they or its or their agents or attorneys may do or omit to do, in or about the said real estate or in 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, and said Trust Agreement as their attorney, in fact, hereby irrevocably 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 its charge thereon. All persons in corporations, firms, sole 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 all persons claiming under them or any of them shall be only in the earnings, assets 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 trust property, in such, but only an interest in the earnings, assets 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 limitation" or words of similar import in accordance with the statute in such case made and provided.

And the said Grantors hereby expressly waive, and release, and all right or claim 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 Grantors above said have hereunto set their hands and seals this 22nd day of November, 1991.

Joseph J. Mozdzen (Seal) Celia C. Mozdzen (Seal)
JOSEPH J. MOZDZEN CELIA C. MOZDZEN

STATE OF Illinois
COUNTY OF Cook

I, Judith B. Wolford a Notary Public in and for said County in the State aforesaid, do hereby certify that JOSEPH J. MOZDZEN and CELIA C. MOZDZEN, his wife, personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, 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 Notarial Seal this 22nd day of November, 1991.

Commission expires June 4, 1995 OFFICIAL SEAL

Document Prepared By Judith B. Wolford ADDRESS OF PROPERTY 5817 S. New England

8120 S. Kedzie Ave. Chicago, IL 60638

Chicago, IL 60652 SEND SUBSEQUENT TAX BILLS TO Joseph J. Mozdzen & Celia C. Mozdzen

5817 S. New England; Chicago 60638

AFFIX RIDERS' OR REVENUE STAMPS HERE

Exempt under provisions of Paragraph 1, Section 4, Real Estate Transfer Tax Act.

11/22/91 Date Buyer, Seller or Representative

91635338

DOCUMENT NUMBER

UNOFFICIAL COPY

RETURN TO:

Bank of Chicago/Garfield Ridge
6353 West 55th Street
Chicago, Illinois 60638

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

Bank of Chicago/Garfield Ridge

Chicago, Illinois

TRUSTEE

Property of Cook County Clerk's Office