

DEED IN TRUST

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91238756

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor, ANTONIO REYES married to FLORDELIS REYES of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100 \$10.00 in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey with quiet claim unto Bank of Chicago/Garfield Ridge an Illinois Trust 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 30th day of May, 1991, and known as Trust Number 91-5-18 the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF ADDRESS OF REAL ESTATE: 5306 North Paulina, Chicago, Illinois

SUBJECT TO

PERMANENT TAX INDEX NO.: 14-07-218-034

13.00

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 as follows:

Full power and authority is hereby granted to said Trustee with respect to the real estate of 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 resubdivide said real estate as often as desired, in contract to sell, in grant options to purchase, in will or any terms, to convey either with or without consideration, to convey said real estate or any part thereof in a trust or trusts, to donate, to dedicate, 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 in possession or reversion, by leaves 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 leases and in such contracts to leave and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of filing 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 assignments or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to 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 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, 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 or money advanced on the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to exercise 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, (as 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 thereof, if any, and is binding upon all beneficiaries thereof, (c) 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 (d) if the only reliance 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 Grantor, neither individually nor 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, 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, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or contracted by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement at the 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 to the said 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 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, interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being in 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 enter 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 waive and release 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, S, aforesaid he VR hereunto w their hand S, and wals this 30th day of May, 1991

ANTONIO REYES (Seal) FLORDELIS REYES (Seal)

STATE OF Illinois COUNTY OF Cook the undersigned

Notary Public, State of Illinois My Commission Expires 5/14/93

Document Prepared By Avrum Reifer 3016 West Sherwin Ave. Chicago, Illinois 60645 MAIL TO: BANK OF CHICAGO/GARFIELD RIDGE 1050 W. Wilson Chicago, Ill. c/o LEBOVIC REALTY, INC. 7337 North Lincoln Avenue Lincolnwood, Illinois 60646

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT OF REVENUE 94.501 REAL ESTATE TRANSACTION TAX 47.25 CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT OF REVENUE 708.75 DOCUMENT NUMBER 91238756

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BOX 333-1

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Property of Cook County Clerk's Office

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## EXHIBIT A

Lot 8 in Block 4 in Summerdale, being a Resubdivision of Lots 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 and in Louis E. Henry's Subdivision of the South West  $\frac{1}{4}$  of the North West  $\frac{1}{4}$  of Section 8, Township 40 North, Range 14 East of the Third principal Meridian and a Subdivision (except the West 25 Feet thereof) of the North  $\frac{1}{4}$  of the South East  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; general real estate taxes for 1990 and subsequent years; permanent injunction entered in case number 77 CH 55377; interest of Norberto A. Montes De Oca and Bertha A. Montes De Oca under an unrecorded Contract to purchase the land.

PERMANENT TAX INDEX NO.: 14-07-218-034

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Cook County Clerk's Office