

UNOFFICIAL COPY

DEED IN TRUST

9-1-3-1-6 91306643

(WARRANTY)

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor Robert Gabriel, MARRIED  
 TO LYNN GABRIEL  
 of the County of Cook and State of Illinois, for and in consideration of the sum  
 of Ten and No/100 Dollars,  
 (\$ 10.00 ) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly  
 acknowledged, Convey and Warranty unto Bank of Chicago/Garfield Ridge, an Illinois bank  
 and 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 27 day of November, 1990, and known as Trust Number  
90-11-12, the following described real estate in the County of Cook and State of Illinois, to-wit:

LOT 2 IN OWNER'S RESUBDIVISION OF LOTS 16 17 AND 18 IN BLOCK 7 IN SHERRAN WARDEN,  
 BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12  
 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
 SEPTEMBER 25, 1990 AND KNOWN AS TRUST NUMBER 90465519 IN COOK COUNTY, ILLINOIS.

SUBJECT TO:

PERMANENT INDEX NUMBER: 18-09-413-018-0000

THIS IS NOT HOMESTEAD PROPERTY

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, lease, 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, to contract to sell, to grant options to pur-  
 chase, to sell on any terms, to convey 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 of the title, estate, powers and authorities vested in said  
 Trustee, 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 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 demise the term of 198 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  
 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 easement 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 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 instru-  
 ment 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 thereunder, (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 con-  
 veyance is made to a successor or successors in trust, that such successor or successor in trust have been properly appointed and are fully  
 vested with all the title, estate, rights, powers, authorities, duties and obligations of the said Trustee, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, 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 thereof, or for injury to person or property happening in or about said real estate, any and all such liabil-  
 ity being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in con-  
 nection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as then 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 dis-  
 charge thereof). All persons and corporations whomsoever 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 or 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 interest 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 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 aforesaid has hereunto set hand and seal this 27 day of November, 1990.

(Seal)

x Robert Gabriel

(Seal)

STATE OF Illinois  
 COUNTY OF Cook

ss

I, Notary M. Ulaszek, a Notary Public in and for said County, in the State  
 aforesaid, do hereby certify that ROBERT GABRIEL, MARRIED TO LYNN GABRIEL  
 personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared be-  
 fore me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and volun-  
 tary 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 27 day of NOVEMBER, 1990.

Commission expires OCT 1OFFICIAL SEAL  
NORBERT M. ULASZEKNOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. OCT 1, 1994

NOTARY PUBLIC

Document Prepared By: 6 Mail  
NORBERT M. ULASZEK

ADDRESS OF PROPERTY:

4374 So. ARCHERTHE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEEDCHICAGO, ILL. 60632

SEND SUBSEQUENT TAX BILLS TO

(Name)

(Address)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

I hereby declare that the attached deed represents a  
 transaction exempt under provisions of Paragraph 6,  
 Section 4, of the Real Estate Transfer Tax Act.

*Notary M. Ulaszek 11-27-90*

DOCUMENT NUMBER

91306643

Rw 333

RETURN TO: Bank of Chicago/Garfield Ridge  
6351 West 55th Street  
Chicago, Illinois 60638

TRUST NO. \_\_\_\_\_

UNOFFICIAL COPY

**DEED IN TRUST**

(WARRANTY DEED)

TO

Bank of Chicago/Garfield Ridge

Chicago, Illinois

TRUSTEE

Property of Cook County Clerk's Office

91306643

1991 JUN 25 14:12:26

COOK COUNTY CLERK'S OFFICE