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FIRST CHICAGO

Trust Company of Illinois

This Trust Agreement, dated this 8th day of December 19 92

and known as Trust Number RV-011887, is to certify that FIRST CHICAGO TRUST COMPANY OF ILLINOIS, an Illinois corporation, as trustee hereunder, is about to receive an interest in the following described real estate in Cook County, Illinois, to-wit:

(SEE ATTACHED)

December 8, 1992
We hereby certify that the above is a true and correct copy of the original now held in our files containing 2 pages, each bearing the initials of the undersigned.

FIRST CHICAGO TRUST COMPANY OF ILLINOIS

Trust Officer

and that when it has taken said interest therein, or to any other real estate, or interest therein, transferred to it by recorded or appropriate instrument as trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate, or interest therein, according to the respective interests herein set forth, to-wit:

92935219

ENTIRE INTEREST in Helio Zapata, Upon the death of Helio Zapata and if the beneficial interest in this trust has not theretofore been assigned, or trust amended, or the property contained herein has not been deeded out of trust, then the entire beneficial interest in this trust shall pass to and be vested in Guadalupe Zapata.

DEPT-01 RECORDING
T85555 FRAN 3569 12/11/92 12:41:00
#1338 2 12-92-935219
COOK COUNTY RECORDER

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property 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, and that no 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. 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 unless and until all applicable transfer tax ordinances have been complied with and until the original or an executed duplicate of the assignment in form satisfactory to the trustee is lodged with the trustee, and every assignment of any beneficial interest hereunder, the original or executed duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing contained in this agreement 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 from time to time will individually make all such reports and pay any and all taxes, required with respect to the earnings, avails and proceeds of said real estate or growing out of their interest under this trust agreement.

In case said trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title or an interest therein, to said real estate or in connection with this trust, or in case said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said trustee, with interest thereon at the highest rate per annum permitted by law, all such disbursements or advances or payments made by said trustee, together with its expenses, including reasonable attorneys' fees, and that the said trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said trustee shall have been fully paid, together with interest thereon as aforesaid. Although the trustee may in its discretion refer any litigation involving the trust assets to counsel of its own choice, and charge its legal fees and expenses to the beneficiaries as herein above set forth, 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 unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In the event the trustee is served with process or notice of legal proceedings or any other matter concerning the trust or the trust property, the sole duty of the trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated herein as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to the beneficiaries. The last address appearing in the records of the trustee shall be used for such mailing.

It shall not be the duty of the purchaser of said premises or of any part thereof to see in the application of the purchase money paid therefor, nor shall anyone who may deal with said trustee be required or privileged to inquire into the necessity or expediency of any act of said trustee, or of the provisions of this instrument.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere. The recording of the same, however, shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee. Upon service of process upon the trustee at any time hereafter, the trustee may, in its discretion, disclose to the other parties to any such proceeding, the names and addresses of the beneficiary or beneficiaries hereof.

The trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the trustee. Such resignation shall become effective ten days after the mailing of such notice by the trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the trustee in the disposition of the trust property, and the trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notice by the trustee, then the trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, and the conveyance may be recorded by the trustee and such recording shall constitute delivery of the conveyance or transfer to the beneficiaries, or the trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

Every successor trustee or trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

25.50

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LEGAL DESCRIPTION

Parcel 1: Lots 19 and 20 (Except that Part of said Lot 19 Conveyed to City of Chicago by Documents 9584189) in Block 8 in C.T.Yerke's Subdivision of Blocks 33, 34, 35, 36, 41, 42, 43 and 44 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (Except the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of that Northwest 1/4 and the East 1/2 of the Southeast 1/4 Thereof) in Cook County, Illinois.

Parcel 2: Lot 27 in Block 8 in C.T.Yerke's Subdivision of Blocks 33, 34, 35, 36, 41, 42, 43 and 44 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (Except the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof) in Cook County, Illinois.

PERMANENT INDEX NUMBER: 14-19-308-032-0000 PARCEL 1.

PERMANENT INDEX NUMBER: 14-19-308-033-0000 PARCEL 2.

PROP ADD: 3401-11 N. WESTERN AVENUE AND 2352-54 W. ROSCOE
CHICAGO, ILLINOIS 60618

92935219

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OSUARDO A. HERNANDEZ
4144 W. NORTH AV.
CHICAGO, ILL. 60635

Property of Cook County Clerk's Office