

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, LOUIS KRAKOWSKI, a Bachelor, CASSANDRA KRAKOWSKI, a Spinster, FRANCES KRAKOWSKI, divorced and not since remarried, and* of the County of Cook and State of Illinois

* THERESA KRAKOWSKI, married to CHRIS GLEBA.

of the sum of Ten and 00/100-----Dollars (\$ 10.00-----), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey— and Warrant— unto METROPOLITAN BANK and TRUST COMPANY, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 20th

day of August, 1989, and known as Trust Number 1796, the following described real estate in the County of Cook and State of Illinois, to wit:

Street address: 3541 West 59th Street, Chicago, Illinois 60629

Legal description:

Lot Sixteen (16) (Except the East Eight 1/3 Feet) and the East 16-2/3 Feet of Lot Seventeen (17) in Block One (1) in Miller Phillips and Kehr's Subdivision of the North West Quarter of the North West Quarter of the South East Quarter of Section Fourteen (14), Township Thirty Eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, lying West of Eberhart Avenue, in Cook County, Illinois.

P.I.N.: 19-14-400-055-000

THIS IS NOT HOMESTEAD PROPERTY.

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and authority consistent with the above described Trust Agreement is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate, to dedicate parts, streets, highways or alleys and to locate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell or any part, 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 such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to lease, to demise, 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 lease to terminate in possession or in 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 99 years, and to renew or extend any lease upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and conditions thereof at any time or times hereafter, to consent to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract, including the making of future leases, to partition or to subdivide said real estate, or any part thereof, for other real or personal property, to grant easements or interests 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 any part thereof in all other ways and for such other considerations as it 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 in whom said real estate or any part thereof shall be conveyed, contractual 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 said real estate, or be obliged to see that the terms of this 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 indebted to insure 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 real estate shall be conclusive evidence in favor of every person (including the Register of Titles of said county) 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 indenture 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 in this Indenture and in said Trust Agreement or to all amendments thereof, if any, and binding upon all beneficiaries (founder, (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 fill in the conveyance in 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 his, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Metropolitan Bank and Trust Company 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 surmounting or they or their agents or attorneys may do or may be done in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property resulting from the sale of said real estate, and all such liability shall 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 Trust beneficiaries under 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 its own power and not individually, and the Trustee shall have no liability whatsoever with respect to any such contract, obligation or indebtedness incurred so far as the 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 whomever 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, profits and proceeds arising from the sale of any other disposition of said real estate, 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 real estate as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said Metropolitan Bank and Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or note in any certificate of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accord with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all acts of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors, aforesaid have hereunto set their hands and seal, this 23rd day of December, 1991

LOUIS KRAKOWSKI (SEAL) FRANCES KRAKOWSKI (SEAL) CASSANDRA KRAKOWSKI (SEAL) THERESA KRAKOWSKI (SEAL)

STATE OF Illinois, County of Cook, in the State aforesaid, do hereby certify that LOUIS KRAKOWSKI, a bachelor, CASSANDRA KRAKOWSKI, a Spinster, FRANCES KRAKOWSKI, divorced and not since remarried, and THERESA KRAKOWSKI, married to CHRIS GLEBA,

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and

returned me the instrument as their free and voluntary act, for the uses and purposes therein set forth, including the

MARY C. MULLEN, Notary Public, State of Illinois, My Commission Expires 7/7995, seal this 23rd day of December A.D., 1991

Mail to: METROPOLITAN BANK AND TRUST COMPANY 2201 W. CERMAK ROAD CHICAGO, ILLINOIS 60608 Attention: TRUST DEPARTMENT

THIS INSTRUMENT PREPARED BY: RICHARD A. CHISHOLM, Attorney at Law 9700 West 131st St. Palos Park, Illinois 60464

Stamp: METROPOLITAN BANK AND TRUST COMPANY

Document Number

Handwritten: 2350

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