

DEED IN TRUST
(WARRANTY)

UNOFFICIAL COPY

92167842

(The Above Space For Recorder's Use Only)

CITY OF CHICAGO
921970
048155

512 88735 THQ

THIS INDENTURE WITNESSETH, that the Grantors, HANA B. HOVORKA and ZAHKEER RAZVI, her husband,
of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars, is 10.00, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey and Warranty Bank of Chicago/Garfield Ridge, an Illinois banking 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 26th day of February, 1992 and known as Trust Number 92-212, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 6 in Block 4 in William L. Wallen's resubdivision of the vacated William L. Wallen's Faber Addition to North Edgewater, being a subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 2, 1917, in Book 148 of Plats page 37, as document 6058897, all in Cook County, Illinois
Subject to conditions & restrictions of record; 1992 and subsequent years general real estate taxes.

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 resubdivide 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 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 lease to commence in the present or in the future and upon any terms upon any terms and for any period, not exceeding in the case of any single demise the term of 99 years, and to renew or extend at any time or times hereafter, to contract to make leases and to grant options to renew and options to renew leases and options to purchase 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 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 instrument was executed in accordance with the trusts, conditions and covenants 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 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 us, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, 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 under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury in 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 beneficiary 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 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 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 of 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 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 limitations", or words of similar import, in accordance 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 statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

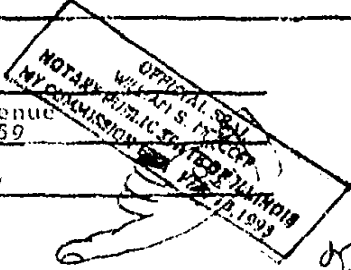
IN WITNESS WHEREOF, the Grantor HANA B. HOVORKA aforesaid has hereunto set their hand and seal this 26th day of March, 1992.
Hana B. Hovorka (Seal) Zahkeer Razvi (Seal)
Hana B. Hovorka Zahkeer Razvi (Seal)

STATE OF Illinois) P. I. N. 14-06-003-0000 92167842
COUNTY OF Cook)

I, William S. Metcalf, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hana B. Hovorka and Zahkeer Razvi, her husband, personally known to me to be the same person who subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed, 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 26th day of March, 1992.
Commission expires Feb. 18, 1993
William S. Metcalf NOTARY PUBLIC

Document Prepared By
William S. Metcalf
2545 West Peterson Avenue
Chicago, Illinois 60659

MAIL TO:
Jeanne D. Kelly
Holleb + COFF
55 E. Monroe
Suite 4100
Chicago, IL 60603



ADDRESS OF PROPERTY:
2317 West Devon Avenue
Chicago, Illinois 60659
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
Shahid El Khal
2400 N. Lincoln
Chicago, IL 60617

UNOFFICIAL COPY

92167842

Property of Cook County Clerk's Office

92167842

SEPT-11 RECORD, T
147777 TRAN 7872 09:18:52 2014
4848 * G * - 92 - 1678
COOK COUNTY ALERDER