

# UNOFFICIAL COPY

RECD IN TRST 93696975

THIS INDENTURE, WITNESSETH, that the Grantors ERNESTO ORONA and CLAUDINA ORONA, his wife, of the County of Cook and State of Illinois for and in consideration of TEN (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation, 7940 South Harlem Avenue, Bridgeview, Illinois 60455, as Trustee under the provisions of a Trust Agreement dated the 16th day of August, 1993, known as Trust Number 1-2149, the following described real estate in the County of Cook and State of Illinois, to-wit:

South 9 feet of Lot 1, Lot 2 (except the South 3 foot thereof) In Block 4 in Horace R. Hughes Subdivision of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Exempt under Real Estate Transfer Tax Act Sec. 4  
Par.        & Cook County Ord. 85104 Par.       

Date 8/1/93

Sign. Johnna

DEPT-11 RECORD -T-

\$25.50

T#3333 TRAH 1099 09/01/93 09124100

+\$1126 # \*-93-696975

Commonly Known As: 3204 South Pulaski Road, Chicago, Illinois 60623 (COOK COUNTY RECORDER  
D.U.N. 16-34-208-022-0000)

#### 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 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 of said real estate and to resubdivide said real estate as often as desired, to grant options to purchase or to sell on any terms, to convey, alien, lease, exchange, assign, transfer, mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lend, borrow, or otherwise deal with said real estate, or any part thereof, from time to time, in possession or reversion by leases, commences in presentment or 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 100 years, and renew, or extend, such leases, upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 100 years, and renew, or extend, such 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 or options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of rents 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, assign, grant, give, or in 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 in 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, save to the payment 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 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 real estate, save that he shall be entitled to evidence of the fact of the execution of the instrument relied upon, claiming under any such conveyance, lease or other instrument, at the time of the transfer, and shall be entitled to evidence of the fact of the creation of the instrument relied upon, claiming under any such conveyance or other instrument, executed in accordance with the trusts, conditions and limits contained in the instrument, and by said Trust Agreement as in full force and effect, that said such conveyance or other instrument was executed by the Trustee, or any successor in trust, as duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and 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 that the consequence is made to a successor in successively 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 all his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Bridgeview Bank and Trust Company individually or as Trustee, nor its successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done by them or by 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 thereto, or any instrument or instrument of record or title to or over the 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 and real property, in the name of the Trustee, under said Trust Agreement, shall be binding upon the Trustee, 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 (or as such contract and discharge 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, any of them shall be only in the earnings, avails or proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be in 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 avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Bridgeview 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 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 B, hereby expressly waive and release any and all right or benefit under and by virtue of any and all statute of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof the grantor B, aforesaid has        hereunto set        their        hand B and seal B this        30th day of        August, 1993.

Ernesto Orona

(Seal)

Claudina Orona

(Seal)

(Seal)

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pw

State of Illinois County of Cook I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that ERNESTO ORONA and CLAUDINA ORONA, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the state and purposes, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 9/17/94, including the release and the waiver of the right of homestead.

Given under my hand and notarial seal the 30th day of August, 1993.

Carol K. Nelson

Notary Public

#### MAIL TO:

BERNICK & BERNICK, LTD.  
Attorneys-at-Law  
5500 South Sawyer Avenue  
Chicago, Illinois 60629

NY

This instrument was prepared by

ALAN J. BERNICK, Attorney-at-Law  
5500 South Sawyer Avenue  
Chicago, Illinois 60629

# UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated August 30th, 1993. Signature: Carol Kendra  
Grantor or Agent

Subscribed and sworn to before  
me by the said Carol Kendra Grantor  
this 30th day of August  
19 93.  
Notary Public Carol Kendra



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated August 30th, 1993. Signature: Carol Kendra  
Grantee or Agent

Subscribed and sworn to before  
me by the said Carol Kendra Agent  
this 30th day of August  
19 93.  
Notary Public Carol Kendra



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or AB) to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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