

DEED IN TRUST

UNOFFICIAL COPY

(WARRANTY)

93366984

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor Oxford Finance Companies, Inc.  
7300 Old York Road, Philadelphia

of the County of \_\_\_\_\_ and State of Pennsylvania, for and in consideration of the sum  
of TEN & 00/100 Dollars,  
(\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby  
duly acknowledged, Convey & Warrant & unto Capitol Bank and Trust, an Illinois banking corporation  
whose address is 4801 West Fullerton, Chicago, Illinois, and duly authorized to accept and execute trusts within the State of  
Illinois, as provided under the provisions of a certain Trust Agreement, dated the 29th day of June, 1989  
known as Trust Number 1820, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

**LOT 37 IN BLOCK 5 IN COUNSELLMAN'S SUBDIVISION OF THE SOUTH  
1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION  
15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**C/K/A 4441 WEST CONGRESS STREET, CHICAGO, ILLINOIS 60639**

P.I.N. 16-15-132-007

REC'D DEPT-01 RECORDING \$23.50  
T#6666 TRAN 3129 05/17/93 10:07:00  
#6456 # -93-366984  
COOK COUNTY RECORDER

TO HAVE AND TO HOLD the said real estate, with the appurtenances, upon the trusts, and for the uses and purposes herein set in  
and in full power and authority is hereby granted to the 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 portion thereof, to dedicate public streets, highways or ways and to  
create and subdivision of part thereof, and to re-subdivide said real estate as often as desired, to contract to sell, to grant options to purchase  
or to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to any person 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 be obliged or privileged to execute, to mortgage, to lease 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 and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 lease and to grant options to lease and options to convey leases and options to purchase  
the whole or any part of the real estate and to contract respecting the manner of fixing the amount of present or future rent, to  
partition or to exchange said real estate, or any part thereof, for real, personal or personal property, to grant easements or charges of any  
kind to real estate, to assign any right, title or interest in or to, or to grant an appointment 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 of 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 utility, 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 real estate 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 terms, conditions and limitations contained herein and in said Trust Agreement, and in all  
other respects thereof, if any, and in reliance upon all beneficiaries (hereunder), (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 successors in trust have been properly appointed and are fully  
vested with all the title, estate, rights, powers, authorities, duties and obligations of the his or her predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither in whole or in part, 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 of any Trust  
Agreement or any amendment thereto, or for injury to 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 incurred to by the Trustee in con-  
nection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement and in the absence of a trustee  
shall be entered into in accordance with the terms, conditions and limitations contained herein. In its own name, as trustee of an express trust  
hereby irrevocably appointed for such purposes, or the relation of the Trustee, in its own name, as trustee of an express trust  
and not shall incur any personal liability or be subjected to any claim, judgment or decree 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 its 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 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 life or interest, legal or equitable, in or  
to said trust property, as such, but only an interest in the earnings, profits 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 a 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 (a) and (b) 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 as aforesaid he has hereunto set his hand and seal this 28th  
day of April, 1993.  
\_\_\_\_\_  
(Seal) THOMAS BYRNE, VICE PRES. (Seal)

STATE OF PA  
COUNTY OF \_\_\_\_\_ ss.  
I, Mary Beth Stankovic, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Thomas Byrne  
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 he 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 28th day of April, 1993  
Commission expires \_\_\_\_\_ to \_\_\_\_\_  
Mary Beth Stankovic NOTARY PUBLIC

MAIL TO:  
TRUST DEPT  
Capitol Bank and Trust  
4801 W. Fullerton  
Chicago, IL 60639  
Document Prepared by:  
Dominic J. Mancini, Attorney at Law  
133 Fuller Road, Hinsdale, IL 60521

ADDRESS OF PROPERTY:  
4441 West Congress Street  
Chicago, Illinois 60639  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED.  
SEND SUBSEQUENT TAX BILLS TO:  
Investment & Management  
(11147)  
2354

AFFIX "RIDERS" OR REVENUE STAMPS HERE

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DOCUMENT NUMBER

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Property of Cook County Clerk's Office

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