

UNOFFICIAL COPY

DEED IN TRUST

94584870

COMMERCIAL NATIONAL BANK

1403763 / W

THIS INDENTURE WITNESSETH, That the Grantor GUILLERMO MACIAS AND ESTEBERTO GALVAN, BACHELORS of the County of COOK and State of ILLINOIS for and in consideration of TEN dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto COMMERCIAL NATIONAL BANK OF BERWYN, Berwyn, Illinois, a national banking association, its successor or successors, as Trustee under a trust agreement dated the 19th day of MAY 1994, known as Trust Number 940187, the following described real estate in the County of COOK and State of Illinois, to-wit:

LOTS 44 AND 45 IN BLOCK 6 IN GRANT LOCOMOTIVE WORKS ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1214 S. 50TH CT., CICERO, IL 60650

16 21 202 030 (LOT 45) AND (Permanent Index No. 16 21 202 031 - (LOT 44)) Vol. 41.

EXEMPT BY TOWN ORDINANCE TOWN OF CICERO 06/10/94

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the 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 subdivide and resubdivide; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or exchange, or to execute grants of options to purchase, or to execute contracts to sell on any terms, to convey either with or without consideration; to convey the 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 the trustee, to donate, to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding 198 years, and to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rents, to partition or exchange it for other real or personal property; to execute grants of easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof, and to deal with the title in said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 herein and by the 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 herein and in the trust agreement and in any amendments thereof and binding upon all beneficiaries, (c) that the trustee 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 the trust.

This conveyance is made upon the express understanding and condition that neither COMMERCIAL NATIONAL BANK OF BERWYN, 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 or under the provisions of this Deed or said 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 entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement or 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 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate, or file 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 waive and release 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 aforesaid has hereunto set his hand and seal this 9th day of JUNE 19 94

Guillermo Macias (SEAL)

Esteberto Galvan (SEAL)

State of ILLINOIS } ss. I, JAMES R. GALLAGHER a Notary Public in and for said County, in County of COOK } the state aforesaid, do hereby certify that

OFFICIAL SEAL JAMES R. GALLAGHER Notary Public, State of Illinois My Commission Expires 9/8/96

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as 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 day of 19

Notary Public

THIS DOCUMENT PREPARED BY: JAMES R. GALLAGHER ATTORNEY 3960 W. 26TH ST., CHGO, IL 60623

1214 S. 50TH COURT, CICERO, IL 60650

For information only insert street address of above described property.

25-30

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$25.50
141111 TRAN 5857 07/06/94 10:48:00
22352 * CG * -94-584870
COOK COUNTY RECORDER

TRUST NO. _____

DEED IN TRUST



TO
**COMMERCIAL
NATIONAL BANK**
Berwyn, Illinois

Trustee

MAIL TO:
COMMERCIAL NATIONAL BANK OF BERWYNN
3322 OAK PARK AVENUE
BERWYNN, ILLINOIS 60402

UNOFFICIAL COPY

9 4 5 4 7 0

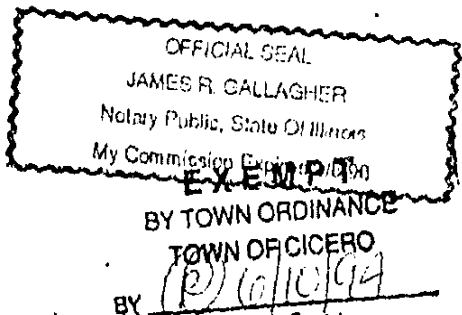
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his/her agent affirms that, to the best of his/her 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 and hold title to real estate under the laws of the State of Illinois.

Dated June 9, 1994 Signature: Guillermo Macias
Grantor or Agent

Subscribed and sworn to before me by the said Guillermo Macias this 9th day of June, 1994.

Notary Public James R. Gallagher

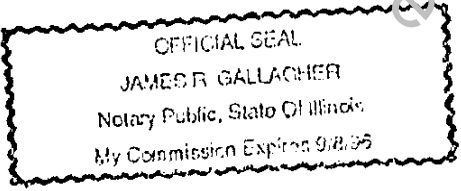


The grantee or his/her agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 June 9, 1994 Signature: Guillermo Macias
Grantee or Agent

Subscribed and sworn to before me by the said Guillermo Macias this 9th day of June, 1994.

Notary Public James R. Gallagher



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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 ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

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LAND TRUST AGREEMENT

TRUST AGREEMENT, DATED MAY 19, 1994
AND KNOWN AS TRUST NUMBER 940187

IT IS AGREED:

COMMERCIAL NATIONAL BANK OF BERWYN, Berwyn, Illinois, a national banking association, as trustee hereunder, is about to take legal and equitable title to the following described property in COOK County, Illinois:

LOTS 44 AND 45 IN BLOCK 6 IN GRANT LOCOMOTIVE WORKS ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

JUN 8 - 1994 19

The undersigned certifies that this is a true and correct copy of the original document contained in our files.

PAGE One OF One
COMMERCIAL NATIONAL BANK OF BERWYN

BY: Carol Ann Nelson
TRUST OFFICER

Permanent Real Estate Index No. 16-21-202-030 (LOT 45) AND 16-21-202-031 (LOT 44), VOLUME 41

Improvements _____
otherwise known as No. 1214 S. 50TH ST Street, CICERO, Illinois, 60650

When the trustee has taken title to the property or will to any other property conveyed to it as trustee hereunder, the trustee will hold it ("the property") for the uses and purposes and on the trusts herein stated. Any other real or personal property conveyed to the trustee without written acceptance by the trustee shall not be subject to this agreement.

The following persons and their successors in interest ("beneficiaries"), shall be entitled to the earnings, avails and proceeds of the property according to their respective interests as herein set forth, to wit:

Guillermo Macias entire interest. Upon the death of Guillermo Macias the entire beneficial interest shall pass to his beloved son, Manuel Macias.

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The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of the power to direct the trustee to deal with title to the property; the power to manage, possess, use and control the property; and the right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the property. Such rights and powers shall be deemed to be personal property and may be assigned and transferred as such. On the death of any beneficiary his interest herein including the power of direction, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs at law. No beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the property. The death of any beneficiary shall not terminate the trust or affect the rights or powers of the trustee or of the beneficiaries except as provided by law.

No assignment of any beneficial interest shall be binding on the trustee until the original or executed duplicate of the assignment is delivered to the trustee and accepted by it in writing. Every assignment of any beneficial interest, the original of duplicate of which shall not have been so delivered to and accepted by the trustee, shall be ineffective as to all subsequent assignments or purchasers without notice.

The trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports, and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or to and on their interests under this agreement.

If the trustee shall make any advances on account of this trust or the property or shall incur any expenses by reason of being made a party to any litigation in connection with this trust or the property or if the trustee shall be compelled to pay money on account of this trust or the property, whether for breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries jointly and severally on demand shall pay to the trustee, with interest at the current Prime Rate plus 2%, the amount of all such expenses, advances or payments made by the trustee, plus all its expenses, including attorneys' fees. The trustee shall not be obliged to convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

The trustee shall not be obligated to pay any money for this trust or the property or to prosecute or defend any legal proceeding involving this trust or the property unless it shall elect to do so and be furnished with sufficient funds or be indemnified to its satisfaction. If the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice by first class mail to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation, to the beneficiaries. If the process or notice relates to the interest of a specific beneficiary, the trustee shall forward such process or notice by such mail to that beneficiary. The latest address appearing in the records of the trustee shall be used for all mailings.

It shall not be the duty of the purchaser of the property or of any part of it to see to the application of the purchase money, nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or into the provisions of this agreement.

This agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the trustee.

The trustee may at any time resign by sending by registered or certified mail a notice of such intention to each of the then beneficiaries at his latest address appearing in the records of the trustee. Such resignation shall become effective ten days after such mailing. On such resignation a successor may be appointed in writing by the persons then entitled to direct the trustee in the disposition of the property, and the trustee shall thereupon convey or transfer the property to such successor. If no successor is named as above provided within ten days after the mailing of such notices by the trustee, the trustee may convey or transfer the trust property to the beneficiaries in accordance with their interests hereunder, and the conveyance may be recorded or registered, as the case may be, by the trustee and such recording or registration shall constitute delivery of the conveyance or transfer to the beneficiaries. The trustee, at its option, may file a complaint for appropriate relief in any court of competent jurisdiction.

Every successor trustee shall become fully vested with all the title, estate, rights, powers, trusts, and shall be subject to the duties and obligations, of its predecessor.

It is agreed by the parties and by any person who may hereafter acquire any interest in this trust that the trustee will deal with the property and with any cash or other personal property which may have become subject to the trust only when authorized to do so in writing and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will be on the written direction of the following or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, being currently:

Guillermo Macias. Upon his death by Manuel Macias

The trustee will make deeds for, or deeds conveying directly to a trust grantee or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases or otherwise deal with the title to the property or cash or other personal property subject to the trust. The beneficiaries by written instrument delivered to the trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such instrument shall be signed by all the beneficiaries or by such of them as shall have theretofore been agreed on in writing. Where the power of direction is held by a person who is not a beneficiary, or by less than all the beneficiaries, such person shall act as a fiduciary unless the beneficiaries shall have otherwise agreed in writing. The trustee shall not be required to inquire into the propriety of any direction.

The trustee shall not be required to assume any personal obligation or liability in dealing with the property or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with title to the property so long as any money is due to it hereunder.

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Property of Cook County Clerk's Office