

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MARIA L. ALICEA and EUSEBIO ALICEA, husband and wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and No/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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 2nd day of September 1994, and known as Trust Number 118679-00, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 39 and 40 in Block 41st John Bain's Subdivision of the East 1/2 of the Northwest 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6403 South Mozart, Chicago, Illinois

Subject to all matters of Record.

P.I.N. 19-24-315-001

94881211

DEPT-OF RECORDING \$23.50 T0004 TRAM 7879 10/13/94 15:13:00 #2882 # DW #94-881211 COOK COUNTY RECORDER

Prepared by: Honorable Lopez, Attorney 171E South Ashland Chicago, IL 60608 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 execute, manage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys, to vacate any subdivision or plat thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant, to lease, to mortgage, to sell or to grant to such successors or successors in trust all of the title, estate, powers and authorities vested in said Trustee, in donor, to dedicate, 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, for terms to terminate in the present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single tenancy 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, in conformity with the provisions of the Trust Agreement, to partition or to exchange, to purchase the whole or any part of the residue, and to contract hereafter, the manner of filing the amount of present or future rentals, to partition or to exchange, to sell said real estate, or any part thereof, for other than personal property, to grant, to mortgage, to lease, to 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 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 duty dealing with said Trustee, or any successor in trust, in relation to said real estate, or to upon said real estate or any part thereof shall be construed to be limited or restricted by said Trustee, or any successor in trust, to the application of any of the provisions of this Trust Agreement, and every deed, note, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusively evidence in favor of every person (including the Registrar of Titles of said County) relying upon or claiming under any such instrument, and in the absence of 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 instrument was executed in accordance with the terms, conditions and limitations contained in this indenture and in said Trust Agreement, or in all amendments thereto, if any, and binding upon all persons claiming thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, 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 its, his or their predecessor in trust.

This indenture is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually, or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or any of their agents or attorneys may do or omit to do in or about the said real estate, or any part thereof, or in or about the 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 as their attorney-in-fact, hereby irrevocably appointed for such purposes, at the election of the Trustee, in its own name, as Trustee of an express trust and empowered to execute and deliver every such deed, mortgage, lease or other instrument, and to execute and deliver the same, in and to the name of the Trustee, or any successor in trust, and the Trustee and the Trustee's successors shall have no obligation, whatsoever, with respect to any such contract, obligation or indebtedness, if any, incurred or entered into by the Trustee or any successor in trust, in or about the said real estate, or any part thereof, and the Trustee and the Trustee's successors 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 remainder, estate and proceeds arising from the sale or 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 a beneficiary, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the said real estate, as described.

If the title in 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 "trust," or "trust 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 benefits under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Maria L. Alicea and Eusebio Alicea, husband and wife, of the County of Cook and State of Illinois, do hereby certify that they are 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 uses and purposes therein set forth, including the release and waiver of the rights of homestead. GIVEN under my hand and seal of office this 2nd day of September 1994. Mark J. Lopez, Notary Public, State of Illinois, My Commission Expires June 8, 1998.

STATE OF ILLINOIS, County of COOK, MARK J. LOPEZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARIA L. ALICEA and EUSEBIO ALICEA, HUSBANDS and 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 uses and purposes therein set forth, including the release and waiver of the rights of homestead. GIVEN under my hand and seal of office this 2nd day of September 1994. MARK J. LOPEZ, NOTARY PUBLIC, STATE OF ILLINOIS, My Commission Expires June 8, 1998.

E 117304 / N941582 Cook Co. IL

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Document Number

American National Bank and Trust Company of Chicago Box 221 RETURN TO: MARION E. GINSBURG, Esq. 77 W. WASHINGTON ST. SUITE 707 CHICAGO, ILL. 60602

For information only insert street address of TOTAL F. 02 2350

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