# 36705259

### **UNOFFICIAL COPY**

WARRANTY

DEED IN TRUST

96705259

DEPT-01 RECORDING \$25.50

TAGGOS TRAN 6505 09/16/96 12:17:00

\$3574 \$ LM \$-96-705259

COOK COUNTY RECORDER

The above space-is-for the recorder's use only

#### CAPITOL BANK AND TRUST

an Illinois THIS INDENTURE WITH ESSETH. That the Grantor, MUNICIPAL TAX DEEDS, corporation -Cook X of the County of Cook and State of of the sum of Ten and No/100ths -for and in consideration (5 10.00 - - - -), in hand pair and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys\_ and Varrant S \_\_ 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, its successors or successors as Trustee under the provisions of a certain Trust 30th day of Agreement dated the August 1996, known as Trust Number -2787the following described real estate in the County of \_\_\_\_\_ Cook in said State of Illinois, to wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED.

Permanent Index No. 25-17-320-021

Commonly known as 1201 W. 109th Street. Chicago, IL 60643

(NOTE: If additional space is required for legal, attach on a separate 8½" x 11" sheet.)

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the true 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 reol estate or any part the end, to dedicate parks, streets. highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real est at a orien 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, pieuge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, it possession or reversion by leases to commence in the present or in the future, and upon any terms and for any periods of time, not exceeding in the case of any single demise the term of 198 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 make leases and to grant options to lease 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 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 to deal with 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 said 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 the 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 some 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 he din and it said This Agreement or in all amendments thereof if any, and is binding upon all better nacios, hereund recomb 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, 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 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 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 crust 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 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, 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 title or interest, legal or equitable, in or io 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."

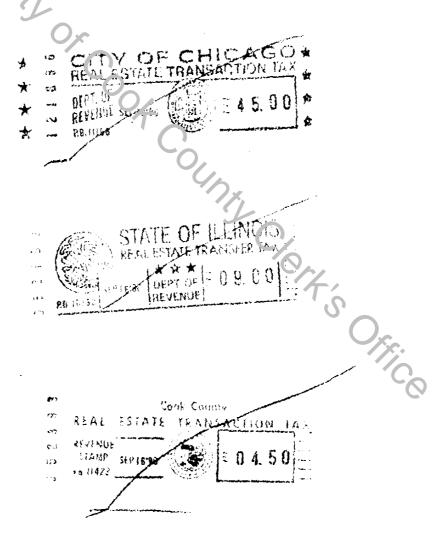
or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor				
by virtue of any and all statutes of the otherwise.	State of Minoic, providing fo	r the exemption of ho	nesteads from sa	iles on execution or
	energy effective S	L	ite	hand.
IN WITNESS WHEREOF, the G and sealthis3(	oth aforestona's			hand 99 6/
min sem uns	Miur	i sipal Tax Deg	s Inc.	7
	(SEAL) By:	1 Jantill	1 6 May	(SEAL)
		Sarrett Buc	7 -/ 1	
	(SEAL)	Reineth Rod	aman Secr	
STATE OF ILLINOIS )	I, the undersigned, a Not	ary Public in and for s	aid County, in th	e State atoresaid,
) <b>S</b> S	DO HEREBY CERTIFY	that Parrett	Rochman P	resident
COUNTY OF COOK )	And Kenneth	Rochman Secre	tary	
	personally known to me to be the same person s whose name s			
	subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said			
OFFICIAL SEAL	instrument as their			
RICHARD D GLICKMAN NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS	therein set forth, including the release and waiver of the right of homestead.  Given under my sand and notarial seal this			
MY COMMISSION FOR SEPT 2,1999	day of Aug			
MICOMA	(ca) of tana	130		arch.
	Jan J			CV
		Notary Public		
	My Commission Explices:			
MAIL Mr. Richard D. GI DEED Attorney at Law		-	09th Stree	et
	OF	Chicago,	IL 60643	
111 W. Washingto Chicago Illinoi This instrument was prepared by:	JII - 1 · 2 · ·	The above ad	dress is for infor not part of this	mation only feed.
(Name) SAME		Mail enhancement	my hille m: NO	orthern Illinoi
		(Name) Section	urities "	Inc.
(Address)				-
	\.Y// <b>\</b>	(Address) 205	W. Randoly	ph Suite #1125
e 2 of 2 (Mana Financial Form # 1003)	N w	Chic	ago, Illi:	cis 60605

## **UNOFFICIAL COPY**

LEGAL DESCRIPTION RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY DEED IN TRUST, WHEREIN MUNICIPAL TAX DEEDS, INC., GRANTOR, IS CONVEYING THE PROPERTY DESCRIBED BY PERMANENT INDEX NO. 25-17-32G-021, COMMONLY KNOWN AS 1201 W. 109TH STREET, CHICAGO, IL 60643, TO CAPITOL BANK & TRUST, AS TRUSTEE UNDER TRUST NO. 2787, GRANTEE:

Lots 1 and 2 in Block 9 in Millar's Subdivision of Block 9 in Street's Subdivision of the East Half of the Southwest Quarter of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois



## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office