

# UNOFFICIAL COPY

WARRANTY

DEED IN TRUST

96885427

DEPT-01 RECORDING \$25.00  
 T#0012 TRAN 3142 11/20/96 14:56:00  
 #9430 CG \*-96-885427  
 COOK COUNTY RECORDER

CAPITOL BANK AND TRUST

The above space is for the recorder's use only

25.00

THIS INDENTURE WITNESSETH, That the Grantor Five Avco Financial Services, Inc., an Illinois Corp., 6434 West Germak Avenue, Berwyn, IL 60402

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) Dollars,

(\$ 10.00), in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey s 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 successor or successors, as Trustee under the provisions of a certain Trust Agreement dated the 29th day of JUN E, 1989, known as Trust Number

1820, the following described real estate in the County of Cook

in said State of Illinois, to wit: P.I.N. 16-23-116-029-0000

LOT 18 AND THE NORTH 1/2 OF LOT 19 IN BLOCK 2 IN DOUGLAS PARK BOULEVARD BOHEMIAN LAND ASSOCIATION SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; Subject to: General real estate taxes for 1996 and subsequent years; public and utility easements; covenants, conditions and restrictions of record; taxes or assessments for improvements not yet completed; and unconfirmed special taxes or assessments.

(NOTE: If additional space is required for legal, attach on a separate 8 1/2" x 11" sheet.)

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 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 any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often 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, pledge 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 leases 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 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

BOX 333-CTI

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23

Handwritten initials in a circle

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this deed and by said 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 said Trust Agreement or in all amendments thereof if any, and is binding upon all beneficiaries, thereunder (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 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 trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations who never 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 to 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 does 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 sales on execution or otherwise.

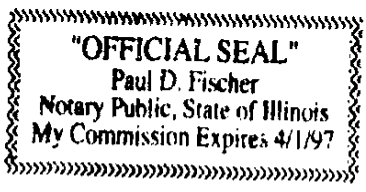
IN WITNESS WHEREOF, the Grantor      aforesaid has      hereunto set      its hand      and seal      this 14th day of November 19 96.  
Five Avco Financial Services, Inc.,  
an Illinois Corp. (SEAL) (SEAL)

By:      (SEAL) (SEAL)  
its duly authorized agent

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF Cook    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Fox, duly authorized agent of Five Avco Financial Services, Inc.

personally known to me to be the same person      whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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 14th day of November, 19 96.



Paul D. Fischer  
Notary Public  
My Commission Expires: 4-1-97

MAIL CAPTOL BANK AND TRUST  
DEED 4801 W. Fullerton  
TO: Chicago, Illinois 60639

ADDRESS 1430 S. AVERS, Chicago, IL 60623  
OF  
PROPERTY:     

This instrument was prepared by:  
(Name) Paul D. Fischer, Esq.  
(Address) 444 N. Michigan Ave., Suite 2500  
Chicago, IL 60611

The above address is for information only  
and is not part of this deed.  
Mail subsequent tax bills to:  
(Name)       
(Address)     

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★ 2 5  
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CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX

DEPT. OF REVENUE NOV 20 '96  
PB 11187

185.00

Property of Cook County Clerk's Office

Cook County  
REAL ESTATE TRANSACTION TAX

REVENUE STAMP NOV 20 '96  
PB 11427

111.00

2 6 7 9 9 7  
PB 10686

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX

NOV 20 '96 DEPT. OF REVENUE

22.00

96885427

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Property of Cook County Clerk's Office