

UNOFFICIAL COPY

04082310

Form DE 107 (1-77)

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Nina Garner of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100th Dollars (\$ 10.00--), on 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 organization whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of September 1972, and known as Trust Number 5122, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 35 in Block 4 in Ash Saavarn's subdivision of Block 4 in Pipera Subdivision of the South 45 Acres of the West 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Subject to: covenants, conditions and restrictions of record; public and utility easements, general taxes for the year 1994 including taxes which may accrue by reason of now or additional improvements during the years 1994.

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 improve, alter, protect and substitute said real estate or any part thereof, to dedicate paths, streets, highways, or alleys to public use, and subdivisions or part thereof, and to establish said real estate as often as desired, to contract to sell in whole or in part, to purchase or to sell on any terms, to convey either with or without warranty, to convey said real estate or any part thereof to a successor or to a mortgagee or to a mortgage holder of otherwise entitled said real estate, or any part thereof, or to lease said real estate, or any part thereof, from time to time, in person or by attorney, or to lease by contract in person or by attorney, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to grant 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 conditions 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 premises, and to contract respecting the payment of present or future rents, in addition to the existing 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 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 do in all the cases, whether similar to or different from the cases above specified, at any time or times hereafter.

It is to be well and every 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, shall be advised and notified by said Trustee, or any successor in trust, he is obliged to see to the publication of any mortgage money paid or money borrowed or advanced on said real estate or to be obliged to see that all terms of this deed which have been complied with, or he is obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or he is 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 claiming the benefit of Title of said real estate, relying upon or receiving under any such mortgage, lease or other instrument, and that at the time of the delivery thereof the trust created by this instrument and by said Trust Agreement was in full force and effect, and that such mortgage or other instrument was executed in accordance with the trusts, conditions, and limitations contained in this Indenture and in said Trust Agreement, and to all instruments, leases, mortgages, and other instruments and all of the trusts, conditions, and limitations contained in this Indenture made to a successor or successor in trust, that such mortgage or mortgage in trust have been properly executed and are fully vested with all the title estate rights, powers, authorities, duties and obligations of the fee or their predecessor in trust.

This conveyance 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 its or their agent or attorney may do or omit to do in or about the said real estate or under the provisions of this deed, or for anything it or they or its or their agent or attorney may do or omit to do in or about said real estate, 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 trust beneficiary under this Trust Agreement at their address in fact, hereby expressly 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 whatsoever and whatever shall be charged with notice of this condition from the date of the filing of the 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, estate and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be in several 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, rents and proceeds thereof as provided by this deed, being in trust in the American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Register 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 cases made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit 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, aforesaid ha. hereunto set her hand, and

14th day of December, 1994
Nina Garner (SEAL)
Nina Garner (SEAL)

STATE OF Illinois, County of Cook, do hereby certify that Nina Garner

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 she

free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the above described property instead.
GIVEN under my hand and seal this 14th day of December, A.D. 1994.
Notary Public, State of Illinois
My Commission Expires 2/16/95
My commission expires 2/16/95

STATE OF ILLINOIS
CITY OF CHICAGO
REAL ESTATE TRANSFER TAX
206.25
13.75

D. 75-34-443
K 75-34-443

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000

040022310