## UNOFFICIAL COPY



DEED IN TRUST - WARRANTY

08132

3923/0111 30 001 Page 1 of 1998-12-14 10:20:31 Cook County Recorder 25.00

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, George Zelnick Trust dated October 25, 1977 aka Trust dated August 25, 1977 of the County of Cook and State of Illinois , for and in consideration of the sum of Ten 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, as Trustee under

(Reserved for Recorders Use Only)

the provisions of a cortain Trust Agreement dated the 21st

day of October, 1998

, and known as Trust

Number 500389-00 County, Illinois, to wit:

, the following described real estate situated in Cook

## SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 700, 702 & 704 Hillgrove and 4354 Johnson Ave., Western Springs, Il.

Property Index Number\_ 18-05-300-304-0000, Vol. 077

TO HAVE AND TO HOLD the said (ea) estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement sea torth.

THE TERMS AND CONDITIONS APPEAR! IS ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A

PART HEREOF.

this

And the said grantor hereby expressly wail e s 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 lie e into set hand and seal of December, 1998

> George Zelnick Trust dated October 25, 1977 (SEAL) a/k/a Trust dared August 25, 1977

Mae Zelnick as Trustee or said Trust

STATE OF Illinois COUNTY OF Cook

) | William O. Eldridge

a Notary Public in and for

said County, in the State aforesaid, do hereby certify that Mae Zelnick

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 of said instrument as a free and voluntary act, for personally known to me acknowledged that she signed sealed and delivered of said instrument as a free the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and seal this 8th day of December, 1998

Send tax bills to: Myone

Prepared By: William O. Eldridge, 606 South Washington Street

OFFICIAL SEAL William O. Eldridge v Public, State of filing My Commission Expires 12/12/

MAIL TO: John H. Peiss 2000 S. Naperville Road, Wheaton, IL 60187

521 S. La Grage Road, #203, La Grange IL 60515 (Chung)

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, 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 ourchase, 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 praesenti or in 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 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 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 herealter.

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 said real estate, or be obliged to see that the terms of this 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 said Trust Agreement; and every deed, it as 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 (including the Registrar of Titles of said county) relying upon act timing under any such conveyance, lease or 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 conveyance or other instrument, are executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement to or in all amendments thereof, if any, and 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 neither American National Bank and Trust Company of Chicago, 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 bene iciaries 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 lunc's 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 filling 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 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, avails and proceeds thereof as aforesaid, 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 real estate above described.

If the title to 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 "in trust," or "upon condition," with limitations," or words of similar import, in accordance with the statute in such case made and provided.

## **UNOFFICIAL COPY**

Exhibit "A"

Lots 23 and 24 in Resubdivision of Lots 6, 8, 13 inclusive in Block 24; Lots 5, 6, 7 in Block 25; Lots 4, 5 and 6 in Block 26; Lots 3, 4 in Block 27; and Lots 1 and 2 in Block 28 in Field Park, a Subdivision in the West half of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian, and part of the South West Quarter of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 18-05-300-034-0000

08132726

Commonly known as 700, 702 and 704 Hillgrove Avenue and 4354 Johnson Avenue, Western Springs, Illinois 60558.

