

UNOFFICIAL COPY

DEED IN TRUST

COOK COUNTY, ILLINOIS
DEED RECORD

21 471 439

RECORDED BY DEEDS

Form 191 Rev. 5-63

The above space for recorder's use only

21 471 439

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, OSCAR O. ZEFF and ORRIEN E. ZEFF, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100ths-----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 the provisions of a certain Trust Agreement, dated the 21st day of April 19 71, and known as Trust Number 22-75659007, the following described real estate in the County of Cook and State of Illinois, to wit:

The West 38.56 feet of the North 158 feet of the North two acres of the East 3 acres of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO (1) Trust deed dated May 18, 1968 and recorded May 22, 1968 as document 20497453 from grantors to Lakeview Trust & Savings Bank to secure a note for \$54,000.00; (2) rights of the public and the City of Chicago in and to the North 33 feet of premises in question taken for Belmont Avenue and (3) general taxes levied and assessed for the year 1970 and subsequent years.

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, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision 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 successor in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, 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, by lease to commence in present or in future, and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon the same 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 be leased 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 to receive the amount of present or future rentals, in 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 pertaining 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 party dealing with said Trustee, or any successor in trust, or to whom 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 my 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, 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 (including the Registrar of Titles of said county) 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 Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 has been duly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his 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 successor or successors in trust shall incur any personal liability of be subjected to any 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 claims filed by being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate shall be entered into by it in the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or as the direction 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 available for the payment and discharge thereof. All persons and corporations whatsoever 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, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be present property, and beneficiaries hereunder shall have and they or interest, real or equitable, in or to said real estate as such, but only as to their respective shares and interests therein at all times, 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 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 a note in the certificate of title or duplicate thereof, or mortgage, or other instrument, or with limitations, or words of similar import, in any instrument, in such case made and provided.

And the said grantors hereby expressly waive, and release, 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 grantors, s, aforesaid have hereunto set their

seal Oscar O. Zeff day of April 1971
Oscar O. Zeff (SEAL) Orrien E. Zeff
(SEAL) Orrien E. Zeff

STATE OF Illinois)
COUNTY OF Cook) ss. JOSEPH FARAGO, Notary Public in and for said County, in the State aforesaid, do hereby certify that

Oscar O. Zeff and Orrien E. Zeff, his wife personally known to me to be the same persons whose name s 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 right of homestead.
GIVEN under my hand and notarial seal this 27 day of April A.D., 1971
Joseph Farago Notary Public

My commission expires _____
1613 - 15 West Belmont Avenue
Chicago, Illinois
For information only insert street address of above described property.

MAY 5 60-28-221 C

SEE'S address 33 N. La Salle

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
MAY-471
REVENUE
22.00
101415
910 NO. COOK
CAMP Collected 8/5/71

COOK COUNTY
NOTARY PUBLIC
JOSEPH FARAGO
21 471 439

* The West 38.56 feet of the North 158 feet of the North two acres of the East 3 acres of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

AFFIDAVIT FOR PURPOSE OF PLAT ACT

STATE OF ILLINOIS) SS
COUNTY OF COOK)

Donald P. Hanson
being first duly sworn on oath deposes and says that:

1. Affiant resides at 711 W. Washington St. Chicago 80
2. That ~~he is~~ he is (agent) (~~grantor~~) (one of) grantor (s) in a (deed) (lease) dated the 30th day of April, 1971, conveying the following described premises: 1613-18 Belmont Avenue, Chicago, Ill.
3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation of Plats" approved March 31, 1874, as amended, for the ~~following~~ reason that:
 - a) ~~The instrument effects a division of land into parts, each of which is five acres or more in size, and does not involve any new streets or easements of access.~~
 - b) The instrument aforesaid is a conveyance of an existing parcel or tract of land, the same having been acquired by the grantors (s) in the above mentioned (deed) (lease) by* deed.
 - c) ~~The instrument makes a division of a lot or block in a recorded subdivision to-wit:~~

Further affiant sayeth not.

Donald P. Hanson

Subscribed and sworn to before me this 30th day of April, 1971.

Notary Public

* Show how title was acquired by deed, inheritance or by Will. In case of deed, show date and document number, and by inheritance or Will ~~show~~ name of the decedent, date of death and Probate Court file number, County and State where probated.

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