

UNOFFICIAL COPY

DEED IN TRUST

21 604 967

Form No. 5-63

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **BLANCHE KIRIAN**, a spinster, of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and no/100** 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 **3rd** day of **June**, **19 71**, and known as Trust Number **75777**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

Lot 7 (except the North 2 feet) and all of Lots 8 to 11 inclusive in Block 2 in W. C. Goudy Estate Subdivision of Block 5 in Argyle in the South East Fractional Quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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TO HAVE AND TO HOLD (the said real estate with its 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, or his successors, to execute, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to various uses, to convey, lease, mortgage, sell, or otherwise dispose of said real estate as often as desired, to contract to sell, to grant, 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 the title, estate, powers and authorities vested in said Trustee, to demand, 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 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 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 respectively, to accept of filing the amount of present or future rentals, to partition or to exchange or interest in, or any part thereof, for other real or personal property, to accept of payments 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 hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, be obliged to see to the application of any part thereof to purchase money, rent or money borrowed or advanced on said real estate, or be obliged to inquire into the authority, validity or expediency of any act of 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 Title 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 instrument and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the provisions, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all parties 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 have been properly 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 or be subjected to any claim, in present or future 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 said Trust Agreement or any amendment thereto, or for injury to persons or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own independent discretion only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to pay such contract, obligation or fee simple, in and to all of the real estate above described.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under it 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 personal property, and that as hereinafter, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the full, 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 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 any case in the statute in such case made and provided.

And the said grantor hereby covenants, warrants, agrees and releases, and binds her heirs, assigns and personal representatives, in and to the State of Illinois, providing for exemption or nonattachment from sale or execution or otherwise.

In Witness Whereof, the grantor Blanche Kirian hereunto set her hand and seal this 20th day of July, 19 71.

STATE OF Ill. ss. Carolyn Whitely, a Notary Public in and for said County of Cook, do hereby certify that Blanche Kirian, a spinster personally appeared Blanche Kirian whose name she subscribed to the foregoing instrument, and acknowledged that she signed, sealed and delivered the same as her free and voluntary act, for the uses and purposes therein set forth, including the payment of the purchase money, on this 30th day of July, A.D. 19 71.

My commission expires 12/21/72

Carolyn Whitely Notary Public

American National Bank and Trust Company of Chicago
Box 221
53 N. La Salle, Chicago, Illinois

5001-19 N. SHERIDAN
For information only insert street address of above described property.

END OF RECORDED DOCUMENT

COOK COUNTY, ILLINOIS
 FILED FOR RECORD
 AUG 31 1971
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 RECORDED
 This space for Affixing Filers and Revenue Stamps