

UNOFFICIAL COPY

DEED IN TRUST

N.B. This is a re-recorded deed to correct legal description only.

Form 191 Rev. 5-63

21 903 389

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, HARVEY SHERMAN and LILLIAN SHERMAN, his wife 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 15th day of July 19 69, and known as Trust Number 28600, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 327 (except the West 17 feet thereof) and Lot 328 (except the East 8 feet thereof) in Krenn and Dato's Pratt Laramie Subdivision in the North East 1/4 of Section 33, Township 41 North, Range 13 East of the Third Principal Meridian as per Plat recorded August 22, 1924 as Document 8562351 in Cook County, Illinois.

Harvey A. Berns

RECORDED OF DEEDS FILED FOR RECORD

MAY 16 AM 10 53

MAY-16-72 440294 21903389 WA

5.00

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 or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, 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 present or 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 such 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 or to alter, 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 in contract respecting the manner of filing 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 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 a 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, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, continued to be held, leased or mortgaged, 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 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 any person of Title of said county) relying upon or claiming under any such conveyance, 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 terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and (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 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 subject to any claim, judgment or decree for anything in or by or for 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 thereof, or for failure to perform or proper happening in or about said real estate and no 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, 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 whomever 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 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, or "with limitations," or words of similar import, in accordance with the statute in such case 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 S aforesaid have hereunto set their hand S and

seal S this 15th day of July 1969
Harvey Sherman [SEAL] Lillian Sherman [SEAL]
 HARVEY SHERMAN [SEAL] LILLIAN SHERMAN [SEAL]

STATE OF ILLINOIS County of COOK
 I, FAVIL DAVID BERNS, a Notary Public in and for said County of COOK, do hereby certify that FA HARVEY SHERMAN and LILLIAN SHERMAN, his wife

are they subscribed to the foregoing instrument, in person and acknowledged that they signed, sealed and delivered the same as their their free and voluntary act, for the uses and purposes therein set forth, including the release of homestead.

seal this 15th day of July A.D., 19-72
Favil David Berns Notary Public
 My commission expires June 26, 1973

American National Bank and Trust Company of Chicago
 Box 221 5043 Morse, Skokie, Ill. 60076
 For information only insert street address of above described property.

END OF RECORDED DOCUMENT

Property of

This space for affixing Rubens and Revenue Stamps

NO TAXABLE CONSIDERATION

5.00

Document Number 21903389