

UNOFFICIAL COPY

3011 c
Unit
#341793cc

DEED IN TRUST

22 413 608

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Jerome M. Devane, a bachelor,
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
whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement,
dated the 13th day of February 1973, and known as Trust Number 77590, the fol-
lowing described real estate in the County of Cook and State of Illinois, to wit:

RIDER ATTACHED TO DEED IN TRUST DATED JULY 23, 1973
FROM JEROME M. DEVANE, A BACHELOR, TO AMERICAN NATIONAL
BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER
TRUST NO. 77590

PARCEL 1

LOTS 16 AND 17 IN BLOCK 11 IN GAGE AND OTHERS SUBDIVISION
OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWN-
SHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

PARCEL 2

LOTS 1 TO 30 BOTH INCLUSIVE IN BLOCK 14 AND ALL OF THE
VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 15 AND
LYING NORTH AND ADJOINING LOTS 16 TO 30 ALL BEING IN GAGE AND
OTHERS SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF
SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THERE-
FROM THE FOLLOWING: THAT PART OF LOTS 1 TO 5 BOTH INCLUSIVE,
26 TO 30 BOTH INCLUSIVE TOGETHER WITH THAT PART OF VACATED
ALLEY IN BLOCK 14 IN GAGE AND OTHERS SUBDIVISION OF THE EAST
1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS
FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 38TH.
STREET AND THE WEST LINE OF SOUTH LITUANICA AVENUE AS THE
POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND,
THENCE WEST ON THE NORTH LINE OF WEST 38TH. STREET, 99.62 FEET
TO A POINT, THENCE NORTH AT RIGHT ANGLES TO THE NORTH LINE OF
WEST 38TH. STREET AT 139.50 FEET TO A POINT, THENCE WEST
PARALLEL TO THE NORTH LINE OF WEST 38TH. STREET, 18 FEET TO A
POINT ON A LINE WHICH IS ON THE CENTER LINE OF THE COLUMNS OF
THE EAST WALL OF A 4 STORY BRICK BUILDING TO THE NORTH (CENTER
LINE OF COLUMNS WAS TAKEN 0.75 FEET WEST OF THE EAST FACE OF
THE EAST WALL OF SAID 4 STORY BRICK BUILDING), THENCE NORTH ON
A LINE WHICH IF EXTENDED SOUTH WOULD BE PERPENDICULAR TO THE
NORTH LINE OF WEST 38TH. STREET AND IF EXTENDED NORTH WOULD BE
ON THE LAST DESCRIBED CENTER LINE OF THE COLUMNS OF THE EAST
WALL OF SAID 4 STORY BRICK BUILDING 74.0 FEET TO A POINT ON THE
CENTER LINE OF THE COLUMNS TO THE SOUTH OF A 3 STORY BRICK
BUILDING EAST OF AND ADJOINING THE PROJECTION OF THE LAST
DESCRIBED LINE, SAID CENTER LINE OF COLUMNS TAKEN 0.75 FEET
NORTH OF THE SOUTH FACE OF THE SOUTH WALL OF SAID 3 STORY BRICK
BUILDING, THENCE EAST PARALLEL TO THE NORTH LINE OF 38TH. STREET
ON LAST DESCRIBED CENTER LINE OF COLUMNS 68.38 FEET TO A POINT
ON THE CENTER LINE OF COLUMNS OF A WALL OF THE SAID 3 STORY
BRICK BUILDING (SAID CENTER LINE OF COLUMNS TAKEN 0.75 FEET
WEST OF THE EAST FACE OF SAID WALL), THENCE NORTH ON A LINE
WHICH IF EXTENDED SOUTH WOULD BE PERPENDICULAR TO THE NORTH LINE
OF 38TH. STREET ON SAID CENTER LINE OF COLUMNS 20.75 FEET TO A
POINT 1.00 FEET NORTH OF THE NORTH FACE OF A BRICK WALL TO THE
EAST, THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF 38TH.
STREET AND 1.00 FEET NORTH OF THE NORTH FACE OF SAID BRICK WALL,
BEING THE NORTH WALL OF A 3 STORY BUILDING 49.65 FEET TO THE WEST
LINE OF LITUANICA AVENUE, THENCE SOUTH ON THE WEST LINE OF LITUANICA
AVENUE 234.25 FEET MORE OR LESS TO THE NORTH LINE OF WEST 38TH.
STREET, AND THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

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TO HAVE AND TO HOLD the said real estate with the appurtenances unto 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, lease, convey 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 convey 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 lease 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 the present or in the 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 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 lease 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 matter 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, to release, to discharge, to convey, to assign, to release, to convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, or 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, 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 the 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 of other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement 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 said Trustee, 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, 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 Trust Agreement or any amendment thereof, 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 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 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing in 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, private 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 rights 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 has hereunto set his hand and seal this 23rd day of July, 1973.

(seal) Jerome M. Devane (seal)
(seal) Jerome M. Devane (seal)

STATE OF Illinois, I, June T. Adams, Notary Public in and for said

County of Cook, County, in the State aforesaid, do hereby certify that Jerome M. Devane, a bachelor

personally appeared before me, whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed, sealed and delivered the same as his free and voluntary act, for the uses and purposes therein set forth, including the release of homestead.

GIVEN UNDER MY HAND AND SEAL this 23rd day of July, A.D. 1973.

(seal) June T. Adams (seal)
Notary Public

My commission expires January 4, 1975

American National Bank and Trust Company of Chicago
Box 221

911 West 37th Place, Chicago
For information only insert street address of above described property.

This space for affixing Illinois and Revenue Stamps

NO TAXABLE CONSIDERATION

Document Number

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END OF RECORDED DOCUMENT