

UNOFFICIAL COPY

62-37-801K

COOK COUNTY RECORDS  
WARRANTY DEED IN TRUST FILED FOR RECORD 22 446 859  
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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Thomas J. Shields, Sr. and Bernadette K. Shields, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten dollars 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 WAUKEGAN, ILLINOIS, a National Banking Association duly organized and existing under the National Banking Laws and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of June 1973, and known as Trust Number 460, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 20 in Third Addition to Brickmanys Lawrence Avenue Highlands, being a Resubdivision of Lots 81, 82 and 84 to 94, both inclusive, in Oriole Park Countryside, being a Subdivision of Lot 4 (except the West 20 acres thereof), in Circuit Court Partition of the East 1/4 of the South, East 1/4 of the North East 1/4 of the South West 1/4 and the West 12.29 chains on the North line, and the West 12.27 chains on the South line of the South East 1/4 of Section 12, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, (except that part conveyed to the County of Cook), all in Cook County, Illinois.\*\*

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SUBJECT TO

TO HAVE AND TO HOLD the 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 all or any part thereof, to sell or to lease 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, 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, to pledge 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, to grant easements or charges on or in, to renew or extend leases 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 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, of real or personal property, to grant easements or charges on or in, to release, convey or assign any right, title or interest in or about or adjacent 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 any Trustee, or any successor or 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, use 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 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 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 its, his or their predecessor in trust.

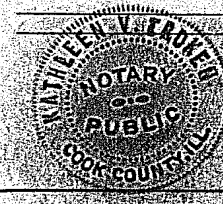
This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Co., individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its 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 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. All cases of an express trust and 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 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Co. the entire legal and equitable title in fee simple, in and to all of the real estate above described, in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitation" or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to provide the said Agreement or a copy thereof, or any extracts therefrom, as evidence that such case made and provided, and said Trustee shall not be required to provide the said in accordance with the true intent and meaning of the trust.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any or all statutes of the State of Illinois, providing for the execution of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, as aforesaid have hereunto set their hands and seals this 14th day of June 1973.  
Thomas J. Shields, Sr. [SEAL] Bernadette K. Shields [SEAL]  
Thomas J. Shields, Sr. [SEAL] Bernadette K. Shields, his wife [SEAL]

State of Illinois ss. I, Kathleen V. Troken, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Thomas J. Shields, Sr. and Bernadette K. Shields, his wife personally known to me to be the same persons whose names 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 14th day of June 1973.  
Kathleen V. Troken Notary Public



AMERICAN NATIONAL BANK AND TRUST CO. 4951 North Overhill, Norridge, Illinois  
For information only insert street address of above described property.

Exempt under provisions of Paragraph 2, Section 7-1.1 of the Finance Tax Act.  
7-20-73  
Ding

NO TAXABLE CONSIDERATION

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BOX 533

END OF RECORDED DOCUMENT