

UNOFFICIAL COPY

DEED IN TRUST

AM 10
Harold R. Sanders

22 496 695

RECORD OF DEEDS
COOK COUNTY, ILLINOIS

Form 191 Rev. 11-71

1973 (U)

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Harold R. Sanders and Jean Sanders 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 whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 25th day of September 1973, and known as Trust Number 32299, the following described real estate in the County of Cook and State of Illinois, to wit:

5.00

An undivided one half interest in Lot 10 and the East $\frac{1}{4}$ of Lot 11 in
Block 13 in Village of Jefferson in the West
 $\frac{1}{4}$ of the South East $\frac{1}{4}$ of Section 9, Township 40 North, Range 13 East
of the Third Principal Meridian in Cook County, Illinois.

500

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted by said Trustee to said Trustee to improve, overgo, erect 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 resubdivide said real estate or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without covenants, to convey said real estate or any part thereof to a successor or assignee in trust and to grant to such successor or assignee in trust all of the title, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to let and to lease said real estate, or any part thereof, from time to time, in periods not exceeding three years, or in full or in instalments, for any term or terms, or for any number of times, not exceeding in the aggregate, one single decade, the term of 198 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 respecting the manner 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 assignments, charges or any kind, to release, convey or assign any right, title or interest, or about or in connection therewith to said real estate or any part thereof, and to do with said real estate and every part thereof in all other ways and manners as may be lawful for any person so entitled to do, and to do the same, whether similar to or different from the ways above described, 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, or into the acts or omissions of any person, or into the conduct of any person, or into the title of any person, or into the title of any other person, or into any other evidence in favor of any person (including the Register 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 and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (b) that said Trustee or any successor in trust, was duly authorized and appointed by the Grantor, and (c) that the title to the real estate mortgaged or held as security for any instrument and (d) that the successor or successors in trust, that such successor or successor in trust has been properly appointed and are fully vested with all the title, rights, powers, authorities, duties and obligations of his, or their predecessor in trust.

This conveyance is made upon the express understanding and condition 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 award, for anything it or they or its or their agents or attorneys may do or omit to do in relation to the said real estate under the provisions of this instrument, or any agreement, understanding or arrangement made or entered into in relation thereto, except in the event of a breach of any covenant or condition contained in this instrument, or in any amendment thereto, or in the event of a violation of any law or regulation, or in the event of a violation of any zoning ordinance being hereby violated, or 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 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 express, 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 of debts thereon). All persons and corporations whenever 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 of 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 of interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds arising from the sale of any other disposition of said real estate by the 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 Register 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 practice in such case made and provided.

And the said grantor, Harold R. Sanders, hereby expressly waives, any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, Harold R. Sanders, heretounto set their hand 15 and seal 15 this October 1973.

(seal) Harold R. Sanders (seal) Jean Sanders (seal)

STATE OF Illinois, ss. ARNOLD M. SCHWARTZ, Notary Public in and for said County, in the State aforesaid, do hereby certify that Harold A. Sanders and Jean Sanders, his wife

the same person as whose name is Harold R. Sanders subscribed to the foregoing instrument, and acknowledged that they signed, sealed and affixed their free and voluntary act, for the uses and purposes therein set forth, including the homestead. Given 15 day of October 1973 A.D. 1973

My commission expires September 14, 1974 Arnold M. Schwartz Notary Public

American National Bank and Trust Company of Chicago

Box 221

5125 West Winona, Chicago, Illinois

For information only insert street address of above described property.

NO TAXABLE CONCERN

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Document Number