

DEED IN TRUST

22 523 510

Form 191 Rev. 11-71

The above space for recorder's use only

62 65 380 H

189-3

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JOSIE CARLSON, a married woman of the County of Cook and State of Illinois, for and in consideration of the sum of Ten no/100 dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey B and Warrant B 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 14th day of Sept. 1973, and known as Trust Number 32266, the following described real estate in the County of COOK and State of Illinois, to wit:

Lot 42 and the West 8 feet 4 inches of Lot 43 in Block 1 in M.D. Birge and Company's 2nd subdivision, being a subdivision of the South 1/2 of the North East 1/4 of the South East 1/4 of Section 4, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

THE ABOVE MENTIONED PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

TO HAVE AND TO HOLD the said real estate with the appurtenances thereon to the trustee, 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 paths, streets, highways or alleys to vacate any subdivision or part thereof, and to reestablish 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, 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 in 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 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, to lease or charge of any kind, to release, convey or assign any right, title or interest in or about or 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, 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 any 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 insert into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, 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 acting under any such conveyance, lease or other instrument. (c) 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. (d) 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. (e) 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 (f) if the above 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 the, 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, judgment or demand for anything it or they or he or these agents or attorneys may do or omit to do or on the said real estate or under the provisions of this Deed in Trust Agreement or any amendment thereto, or for injury to person or property happening to or about said real estate, any and all such liability being here and now fully waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be a term, but by it in the name of the three beneficiaries under said Trust Agreement as their attorneys-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 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 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 solely 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 status in such case made and provided.

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

In Witness Whereof, the grantor, aforesaid, has hereunto set her hand and seal this 24th day of September 1973

Josie Carlson (seal) Josie Carlson (seal)

STATE OF ILLINOIS ss. Deborah M. Betts, Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Josie Carlson, a married woman

personally known to me to be the same person whose name is in the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, to wit, the instrument set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 19 day of September 1973

My commission expires 10/11/76

American National Bank and Trust Company of Chicago

For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps

NO TAXABLE CONSIDERATION

500

22 523 510

SALE PROPERTY

UNOFFICIAL COPY

COOK COUNTY RECORDS
FILED FOR RECORD

William R. Olson
RECORDER OF DEEDS

OCT 24 '73 3 32 PM

*22523510

Property of Cook County Clerk's Office

and 1st BK & Vol. 135-92244

Deed in Trust

BOX 222

NO LATE FEES

... of the County of Cook, Illinois, do hereby certify that the within and foregoing instrument was duly recorded in my office on the 24th day of October, 1973, at 3:32 PM, and the same is a true and correct copy of the original as the same appears in my office.

135-92244

OCT 24 1973

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END OF RECORDED DOCUMENT