

# UNOFFICIAL COPY

## DEED IN TRUST

Form 191 Rev. 11-71

1974 JAN 22 PM 3 02

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THIS INDENTURE WITNESSETH, THAT THE GRANTORS, **Edo Gemignani and Joseph Vastag**, of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten Dollars** Dollars (\$10.00).

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey<sup>s</sup> and Warrant<sup>s</sup> 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 **12th** day of **December** 1973, and known as Trust Number **32522** the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

**Lot 11 in Block 1 in Marthe's Subdivision of the South 1/2 of the South 1/2 of the South East 1/4 of the North East 1/4 (except the North 33 feet dedicated for street) of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

Deed Prepared by  
**Samuel R Amato**  
Attorney at Law  
64 Washington  
Chicago, Ill 60602

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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 locate any subdivision or part thereof, and to resubdivide 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 in dedication to mortgage, lease 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 in commerce 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, or amend, or change or modify leases and the terms and provisions thereof at any time 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 premises and to contract respecting the manner of paying the amount of present or future rentals in partition or in 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, subject to the laws 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, mortgaged, or otherwise encumbered, 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 deed 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 claiming title to said real estate, relating upon or claiming under any such conveyance, lease or other instrument, as 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, to that such conveyance or other instrument was made in accordance with the provisions of this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, and that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver any and every trust deed, lease, mortgage or other instrument and do, if the conveyance or other instrument, that such successor or successor in trust have been properly appointed and are fully vested with all the title estate rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that no other American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability, 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 under the provisions of this deed or said Trust Agreement or any amendment thereof or for injury to person or property happening in or about said real estate, and 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably and exclusively for trust purposes or as the election of the Trustee in its own name, as Trustee of an express trust and not individually and the Trustee shall have no liability, 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 whatsoever and whatever 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 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 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 or 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 shall be required not to register or record 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 grantors hereby expressly waive and release any and all right or benefit which, 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 **s** aforesaid have hereunto set **their** hands and

seal **s** this **12th** day of **December**, 19**73**  
**Edo Gemignani** (SEAL) **Joseph Vastag** (SEAL)  
**EDO GEMIGNANI** (SEAL) **JOSEPH VASTAG** (SEAL)

STATE OF **ILLINOIS**, **SAMUEL R. AMATO** a Notary Public in and for said  
COUNTY OF **COOK**, County in the State aforesaid, do hereby certify that **EDO GEMIGNANI** and  
**JOSEPH VASTAG**

to be the same person **s** whose names **s** are subscribed to the foregoing instrument, on this **12th** day in person and acknowledged that **they** have signed, sealed and delivered the same as **their** free and voluntary act, for the uses and purposes therein set forth, including the right of homestead.  
and **XXXXX** Seal this **14th** day of **December**, A.D., 19**73**  
**Samuel R. Amato** Notary Public  
December 22, 1973

American National Bank and Trust Company of Chicago  
Box 221  
4814 West Division Street, Chicago, Illinois  
For information only insert street address of above described property.

55327 Coll Unit 3

Property of

RECEIVED  
JAN 27 1974  
DEPT. OF REVENUE  
112  
18.00

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END OF RECORDED DOCUMENT