

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
DEED IN TRUST

22 771 273

Richard R. Alden  
Notary Public

Form 191 Rev. 11-71

JUL 3 1974

10 14 AM

The above space for recorder's use only 22771273

THIS INSTRUMENT WITNESSETH THAT THE GRANTORS, Bernard I. Mirochnick and Louise Mirochnick, his wife of the County of Cook and State of Illinois, for and in consideration

of the sum of Ten and 00/100-----Dollars (\$ 10.00 )

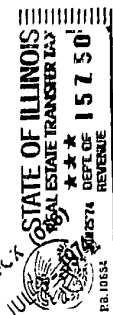
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 24th day of June 1974, and known as Trust Number 33100, the fol-

lowing described real estate in the County of Cook and State of Illinois, to wit:  
The west 100 feet of the South 1/2 of the South East 1/4 of the North East 1/4 of the North East 1/4 of Section 12, Township 42 North Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

631218 H

Subject to 2nd most general taxes 1973 and subsequent years and covenants contained in Dec 16 57408

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910 '04'00  
4000

157.50

TO HAVE AND TO HOLD the said real estate with the appurtenances, up to the trusts, and for the uses and purposes herein and therein set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, 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 real divide said real estate as often as desired, to contract to sell, to grant, to purchase, to sell or to grant to such successors or successors in trust all of the title powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to 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 parcels, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, for any period of periods of time, not exceeding in the case of any lease the term of 199 years, and to renew or extend leases upon any terms and for any period of periods of time and to amend, change or modify leases, 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 easements or charges 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 do 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 this deed or said Trust Agreement are 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 to inquire into the authority, necessity or expediency of any act of said Trustee, or any successor in trust, in relation to said real estate shall be deemed to constitute 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 instrument 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 instrument and in said Trust Agreement, and (c) that the 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 that if the conveyance is made to a successor or successor in trust, 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 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 (or anything in or by or as to 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 and remaining thereon, 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 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 of it. The Trustee shall be relieved of all such obligations and shall be discharged with notice of this condition from the date of the filing of this deed or other instrument.

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 in the earnings, assets 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, assets and proceeds thereof as aforesaid, the question 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," "upon condition," or "with limitations," or words of similar import, in accordance with the statute in fee simple, in and to all of the real estate above described.

And the said grantor hereby expressly waives, and releases, any and all rule 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 of judgments.

In Witness Whereof, the grantor S \_\_\_\_\_ hereunto set their handS \_\_\_\_\_ and seal S this 28th \_\_\_\_\_ day of June 19 74 (seal) (seal) (seal)

STATE OF Illinois ss. \_\_\_\_\_ Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Bernard I. Mirochnick and Louise Mirochnick, his wife

are \_\_\_\_\_ they \_\_\_\_\_ subscribed to the foregoing instrument, signed, sealed and delivered by them as their free and voluntary act, for the uses and purposes therein set forth, including the right of homestead.

Notary seal and signature of Richard R. Alden, Notary Public, dated 10/18/76.

American National Bank and Trust Company of Chicago  
Box 221

This instrument prepared by Marvin Marder 69 W. Washington Chicago

For information only insert street address of above described property.

This space for affixing Illinois and Revenue Stamps

Document Number 22 771 273

# UNOFFICIAL COPY

## AFFIDAVIT FOR PURPOSE OF PLAT ACT

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

MARVIN A MARDER, being first duly sworn on oath deposes  
and says that:

1. Affiant resides at 69 W. Washington Street;
2. That he is agent of grantors in a deed dated the  
28th day of June, 1974, conveyeig the following  
described premises:  
The West 100 feet of the South 1/2 of the  
South East 1/4 of the North East 1/4 of the  
North East 1/4 of Section 12, Township 42  
North, Range 12 East of the Third Principal  
Meridian in Cook County, Illinois.
3. That the instrument aforesaid is exempt from the  
provisions of "An Act to Revise the Law in Relation  
of Plats" approved March 31, 1984, as amended for  
the reason that:

The instrument aforesaid is a conveyance of  
an existing parcel or tract of land, the same  
having been acquired by the grantors in the  
above mentioned deed by deed from Marshall L.  
Stein and Paula B. Stein, his wife, dated  
September 19, 1966 and recorded as document  
No. 19946529.

Further affiant sayeth not.

*Marvin A. Marder*

Subscribed and sworn to before  
me this 28th day of June, 1974.  
*Robert A. Polakoff*  
Notary Public



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END OF RECORDED DOCUMENT