

# UNOFFICIAL COPY

DEED IN TRUST

22 032 723

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **ARLENE JEZ**, a spinster  
of the County of **Cook** and State of **Illinois**, for and in consideration  
of the sum of **Ten** Dollars (\$ **10.00** ),  
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys—  
and Warrant S 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 **2nd** day of **August** 19 **72**, and known as Trust Number **77023**, the fol-  
lowing described real estate in the County of **Cook** and State of **Illinois**, to wit:

600

AUG 30 61-59-078 4 30 982

Unit No. 28-E as delineated on the survey of the following described parcel of  
real estate (hereinafter referred to as "Parcel"):

That part of Block 2, in Valley Lo Unit Five, being a Subdivision in  
Section 23, Township 42 North, Range 12 East of the Third Principal  
Meridian in Cook County, Illinois, described as follows: Commencing  
on the south line of said Block 2, at a point which is 816.17 feet  
east from the southwest corner of said Block 2, and running thence  
north along a line perpendicular to said south line of Block 2, a  
distance of 120.50 feet to a point of beginning at the southwest corner  
of said part of Block 2 hereinafter described; thence continuing north  
along said perpendicular line, a distance of 99.50 feet; thence east  
along a line 220 feet north from and parallel with said south line of  
Block 2, a distance of 215.31 feet to an intersection with a line which  
is perpendicular to the south line of said Block 2, and which intersects  
the south line of said Block 2 at a point which is 1031.48 feet east  
from the southwest corner of said Block 2; thence south along said last  
described perpendicular line, a distance of 109.50 feet; thence west  
along a line 110.50 feet north from and parallel with said south line of  
Block 2, a distance of 22.56 feet, to an intersection with a line which is  
perpendicular to the south line of said Block 2, and which intersects the  
south line of said Block 2 at a point which is 1008.92 feet east from the  
southwest corner of said Block 2; thence north along said last described  
perpendicular line, a distance of 10.0 feet and thence west along a line  
120.50 feet north from and parallel with said south line of Block 2, a  
distance of 192.75 feet, to the point of beginning. Commonly known as  
1731 Wildberry Drive, Glenview, Illinois.

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which said survey is attached as Exhibit A to a certain Declaration of Condominium  
Ownership made by The Northwest National Bank of Chicago as Trustee under a certain  
Trust Agreement dated February 2, 1971 and known as Trust No. 1907, and recorded  
in the Office of the Cook County Recorder of Deeds as Document No. 21887100.

together with an undivided 87.73 % interest in said Parcel  
(excepting from said Parcel all property and space comprising the  
Units thereon as defined and set forth in said Declaration of  
Condominium Ownership and survey).

Grantor furthermore expressly grants to the parties of the second part,  
their successors and assigns, as rights and easements appurtenant to the  
above-described real estate, the rights and easements for the benefit of  
said property set forth in the aforementioned Declaration, and the rights  
and easements set forth in other Declarations of Condominium Ownership  
whether heretofore or hereafter recorded affecting other premises in  
Block 2 in Valley Lo Unit Five Subdivision aforesaid, including but not  
limited to, the easements for ingress and egress set forth therein.

This conveyance is made subject to all rights, benefits, easements, restrictions,  
conditions, reservations and covenants contained in said Declaration and the grantor  
expressly reserves to itself, its successors and assigns, the rights, benefits and  
easements set forth in said Declaration for the benefit of all remaining property  
described in said survey or said Declaration.

COOK COUNTY RECORDER'S OFFICE

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Property

NO TAXABLE CONSIDERATION

This space for affixing Rulers and Revenue Stamps

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 public use, to subdivide 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 an installment basis, 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 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 the past, or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 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 easements or charges of any kind, to release, convey or assign any right, title or interest in or about or encumbering 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 this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any action 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 the delivery thereof the trust created by the Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance of other instrument was executed in accordance with the trust conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries aforesaid, (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 his, 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 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, 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 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, 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 whosoever 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, a sole 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 statute in such case made and provided.

And the said grantor hereby expressly waives, releases and discharges, and all right of benefit 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, aforesaid has hereunto set her hand and seal this 22nd day of August 1972

Arlene Jez (seal)

STATE OF Illinois, Richard E. Nathan, Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Arlene Jez, a spinster

personally known to me to be the same person whose name is subscribed to 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, 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 25th day of August, A.D. 1972

My commission expires

Mailed to American National Bank and Trust Company of Chicago, Box 221



For information only insert street address of above described property.

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Document Number

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Thomas A. Hill*  
RECORDED BY DEEDS

AUG 30 '72 13 46 AM

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Property of Cook County Clerk's Office

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