

UNOFFICIAL COPY

DEED IN TRUST

22 052 427

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **Carl Guinta, Nettie Guinta, his wife, Morris Goldman, Pearl Goldman, his wife.** of the County of **COOK** and State of **Illinois**, for and in consideration of the sum of **Ten Dollars and no/100** Dollars (\$ **10.00**)

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey — **QUIT CLAIM** and Warranty — 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 **6th** day of **July** 19 **72**, and known as Trust Number **76944**, the following described real estate in the County of **COOK** and State of **Illinois**, to wit:

22-052-427-19

That part of the Northwest Quarter of Section 15, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows: Beginning at a point on the Northerly right-of-way line of the Chicago and North Western Railway Company (formerly the Chicago Great Western Railway Company), and the West line of the corporate limits of the Village of Maywood, thence South along the southerly extension of said West boundary line of the Village of Maywood to a point being 39 feet Southwesterly, measured at right angles; from the Northerly right-of-way line, thence Northwesterly and parallel with the Northerly right-of-way line a distance of 687 feet, thence Northeasterly at right angles to the last described course 39 feet to the Northerly right-of-way line, thence Southeasterly along said last described line to the point of beginning, in Cook County, Illinois.

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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 vacate any streets or part thereof, and to reabdivide 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, 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 perpetuity or for a term, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the lease of any single dwelling the term of 100 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, 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 determine respecting the manner of fixing the amount of present or future rentals, to partition 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 easement 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 purchase money, rent or money borrowed or advanced on said real estate, or to inquire into the application of the proceeds of the sale of said real estate, or 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 constitute 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. (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 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 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 us, his or their predecessors 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 successors or successors in trust shall incur any personal liability or be subject 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 or under the provisions of this Deed or said Trust Agreement or any amendment thereto, 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 attorneys-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 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 any 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 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 its interest in earnings, avails and proceeds thereof as aforesaid, the question hereof being to vest in said American National Bank and Trust Company of Chicago its 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, and release, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor **Carl Guinta, Nettie Guinta, his wife, Morris Goldman, Pearl Goldman, his wife.** hereunto set their hand and seal this **7th** day of **July** 19 **72**.
X **Carl Guinta** (seal) X **Morris Goldman** (seal)
X **Nettie Guinta** (seal) X **Pearl Goldman** (seal)

STATE OF **Illinois**, I, **Charles Levy**, Notary Public in and for said County of **Cook**, County, in the State aforesaid, do hereby certify that **Carl Guinta, Nettie Guinta, his wife, Morris Goldman, Pearl Goldman, his wife.**

personally known to me to be the same person **S**, whose names **S** are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they** signed, sealed and delivered the said instrument as **their** free and voluntary act, for the purposes and to the effect set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this **7th** day of **July** 19 **72**.
Charles Levy Notary Public
My commission expires **July 24, 1976**

American National Bank and Trust Company of Chicago
Box 221

For information only insert street address of above described property.

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
RECORDS & CLERK
CHICAGO
JUL 10 1972
22-052-427

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Olsen
RECORDER OF DEEDS

SEP 15 1972 1 26 PM

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT