

DEED IN TRUST

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Form 191 Rev. 8-59

The above space for recorder's use only

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
FEB 16 1973 2 54 PM

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, ALFRED GORDON McCONNELL, a bachelor, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and no/100----- Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey~~ed~~ Quitclaims and ~~interest~~ unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 7th day of February 19 73, and known as Trust Number 77578, the following described real estate in the County of Cook and State of Illinois, to wit:

See Legal Description Rider attached hereto and made a part hereof.



TO HAVE AND TO HOLD the said ~~premises~~ 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 paths, streets, highways or alleys, and to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey ~~or~~ 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 demise, 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 lease the term of 99 years, and to renew or extend leases, and 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 premises and to contract, renew or extend 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 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 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 (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, as if at the time of the delivery thereof the trust created by said Trust Agreement and by said Trustee 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 Indenture and in said Trust Agreement, or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 are bona fide purchasers of the premises and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the same, 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 a claim, judgment or decree for anything in or done by it 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 it. The Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever 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, profits 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, profits and proceeds thereof as aforesaid, the interest hereof being to vest in said American National Bank and Trust Company of Chicago upon 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 file 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, surrenders and releases any and all right or benefit under and by virtue of any of all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Alfred Gordon McConnell, hereunto set his hand and seal this 9th day of February, 1973.

STATE OF Illinois } I, Denise R. Benschish, a Notary Public in and for said County of Cook } ss. County, in the State aforesaid, do hereby certify that ALFRED GORDON McCONNELL,

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 he signed, sealed and delivered the said instrument as his 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 seal this 9th day of February, A. D., 1973. Denise R. Benschish, Notary Public. My commission expires December 12, 1975.

American National Bank and Trust Company of Chicago  
Grantee's Address: Box 221  
33 N. LaSalle Street  
Chicago, Illinois 60602  
For information only insert street address of above described property.

Property of

22223824  
Notary Public  
Denise R. Benschish  
Recorder for Cook County, Illinois  
This space for affixing Return and Revenue Stamp

FILED  
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# UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED IN TRUST DATED FEBRUARY 9, 1973, wherein ALFRED GORDON McCONNELL, a bachelor, is Grantor, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under the provisions of a certain Trust Agreement dated the 7th day of February, 1973, and known as Trust No. 77578, is Grantee.

The North 130.0 feet of the South 138.30 feet of Lots 24, 25 and 26 in Block 1 in Hughes-Brown-Moore Corporation's First Addition to North Shore Villa, being a subdivision of part of the North East Quarter of the North East Quarter of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, together with that part lying South of the North line of the North 130.0 feet aforesaid of all of the following described property: That part of Lot 36 in Block 1 in said Hughes-Brown-Moore Corporation's First Addition to North Shore Villa described as follows: Commencing at a point on the North line of said Lot 36, 75.0 feet East of the North West corner of said Lot; thence East on said North lot line 305.08 feet to the North East corner of said Lot 36; thence Southeasterly along the Easterly line of said Lot 36, 817.18 feet; thence Westerly on a line drawn at right angles to the Easterly line of said Lot 36, 272.57 feet to a point 67.13 feet Easterly of and measured at right angles to the Westerly line of said Lot 36; thence Northwesterly on a line parallel with and 67.13 feet Easterly of the Westerly line of said Lot 36, 953.24 feet to the place of beginning; Also: That part of said Lot 36 bounded and described as follows: Commencing at the North West corner of said Lot 36; thence East along the North line of said Lot 36, 75.0 feet to a point which last mentioned point is 67.13 feet Easterly of measured at right angles to the Westerly line of said Lot 36; thence Southeasterly on a line parallel with and 67.13 feet Easterly of measured at right angles to the Westerly line of said Lot 36, a distance of 285.84 feet more or less to a point which is distant 420.0 feet Southeasterly as measured along the line and its Northwesterly extension from the North East corner of Lot 1 in said Block 1 for the point of beginning of the parcel of land being described, thence continuing Southeasterly along the last described course a distance of 667.40 feet; thence Westerly at right angles to the last described course a distance of 67.13 feet to the Westerly line of said Lot 36; thence Northwesterly along the Westerly line of said Lot 36 a distance of 667.40 feet; thence Northeasterly along a straight line to the point of beginning, all in Cook County, Illinois.

*A. J. M.*

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END OF RECORDED DOCUMENT