

DEED IN TRUST

23 460 926

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INSTRUMENT WITNESSETH, THAT THE GRANTOR, W. NOEL ANDERSON and KAREN L. ANDERSON, his wife, 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 and Warrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of April 1976, and known as Trust Number 38571,

the following described real estate in the County of Cook and State of Illinois, to wit: That part of the West 252.74 feet of the East 802.74 feet of the North 1884.24 feet of the East Half of the North West Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, which lies South of the center line of Baldwin Road as said road is located by Plat of Dedication recorded July 8, 1932 as Document No. 11113033, (except that part described as follows: Beginning at a point on the East line of the above described property which is 78.96 feet North of the South East corner thereof; thence North along said East line 220.73 feet to a point; thence South-westerly along a diagonal line 292.12 feet to a point which is 120.76 feet North of the South line and 20.99 feet East of the West line thereof; thence West 20.99 feet to a point on the West line thereof which is 120.70 feet North of the South West corner thereof; thence South along said West line 120.70 feet to said South line; thence East along said South line 149.89 feet to a point; thence Northeasterly along a line which is 175 feet Southeasterly of (measured at right angles to) and parallel with the aforesaid, diagonal line 128.98 feet to the point of beginning) in Cook County, Illinois.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms 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, any subdivision or tract 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 either with or without compensation, 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 devote, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not extending in the case of any single demise 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 option to renew, lease 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, to 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 moneys 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, (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 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 have been properly appointed and are fully vested with all the title, rights, powers, authorities, duties and obligations of his, her 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 servants 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 persons 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 or successors in trust in the name of the Trustee or any successor or beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in his 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 insofar 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 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, rents 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, rents and proceeds thereof as aforesaid. The provisions of 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, and releases, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantors, aforesaid have hereunto set their hand and seal, this 12th day of April, 1976.

W. Noel Anderson (SEAL) Karen L. Anderson (SEAL) W. Noel Anderson Karen L. Anderson

STATE OF ILLINOIS, Lynette Burke, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that W. Noel Anderson and Karen L. Anderson

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

GIVEN under my hand and notarial seal this 15th day of April, A.D., 1976. Lynette Burke Notary Public

My Commission Expires July 3, 1978

American National Bank and Trust Company of Chicago

For information only insert street address of above described property.

Box 6

1100

6-U 44450  
CD-15-102-055

This instrument was prepared by James F. Bisher, 20 W. Terra Cotta Avenue, Crystal Lake, Illinois 60014. Exempt under provisions of Paragraph e, Section 4 of the Estate Transfer Act. DATED: 4/17/76 SIGNATURE: James F. Bisher



# UNOFFICIAL COPY

COOK COUNTY CLERK  
FILED 1976 APR 23 12 56 PM

*Richard J. Daley*  
RECORDED & INDEXED

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT