

UNOFFICIAL COPY

DEED IN TRUST

Form 101 Rev. 11-71

64-66-38645
23 591 856
Box 221

400-039-7
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The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, PAUL DEMOS, 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, Conveys and Warrants 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 23rd day of April 1976, and known as Trust Number 38645 the following described real estate in the County of Cook and State of Illinois, to wit:

The North 50 Feet of Lots 1 and 2 in Schlosser, Comstock and Nick's Subdivision of Lots 7 and 10 and North 2 1/2 Acres of Lot 8 in Hundley's Subdivision of the East 1/2 of the South East 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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 create any subdivision or part thereof, and to resubdivide and real estate as often as desired, to contract to sell, to grant options to purchase, to lease for any term, to convey either with or without restrictions to convey said real estate or any part thereof to his successor or successors, 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 by leasehold, or to grant options to purchase or to lease, or any part thereof, for any period or period of time, not exceeding in the case of any single term or provision of the lease, or to grant leases or subleases, or to renew leases and options to purchase or to lease, or any part thereof, for any period or period of time, not exceeding in the case of any single term or provision of the lease, or to grant leases or subleases, or to renew leases and options to purchase or to lease, or any part thereof, for other real or personal property, to grant easements in or over said real estate or any part thereof, to release, or to withdraw said real estate, or any part thereof, for other real or personal property, to grant easements in or over said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways as 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 by 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 to the payment of any taxes or expenses in connection therewith, or to any other liability in respect of said real estate, or to any other liability in respect of any 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, that such conveyance or other instrument was executed in accordance with the terms and conditions contained in this Indenture and said Trust Agreement or in all instruments then made and/or binding upon the parties thereto, or that said Trustee, or any successor in trust, was lawfully entitled to make and/or deliver any such deed, grant, lease, mortgage, option, assignment, or other instrument, or that such conveyance, lease, or other instrument was properly executed, and was fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her 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 any attorney or attorneys may do or omit to do in or about the said real estate or under the provisions of this or any other instrument of any kind, or anything in it, its or their name or names, or in the name of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appoints, for such purpose, as at the election of the Trustee, Christ Karafotias, 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 liability, or any other trust or corporation 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 hereinunder and under said Trust Agreement and of all persons claiming under him or one 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 hereinunder 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, or for injury to person or property happening in or about said real estate, any and all such liabilities being hereby expressly waived and released. Any costs, expenses, attorney's fees and other charges in connection with said conveyance may be paid by it in the name of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed, for such purpose, as at the election of the Trustee.

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, and not to record, the certificate of 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 or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has, hereunto set his _____ and _____ seal, this 24th day of May 1976.

(SEAL) (SEAL) (SEAL)

STATE OF ILLINOIS, I, Christ Karafotias, a Notary Public in and for said COUNTY OF COOK, County, in the State aforesaid, do hereby certify that PAUL DEMOS, a bachelor

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 same 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 notarial seal this 11th day of July A.D. 1976

Christ Karafotias, Notary Public

My commission expires Dec 14, 1977

This instrument was prepared by Christ Karafotias, 33 N. Dearborn, Chicago 60602
American National Bank and Trust Company of Chicago

Box 221

4174-76 N. Clarendon, Chicago, Illinois

For information only insert street address of
above described property.

Document Number
23 591 856

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
AUG 10 '76 12 40 PM

Shelley A.
RECORDERS OF DEEDS

*23591856

Shelley A. DeLoach

Property of Cook County Clerk's Office

Book 221

END OF RECORDED DOCUMENT