

NOV 3 64 98 820R

DEED IN TRUST

23 696 220

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, WILLAMAE KENNEDY 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 and paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 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 25th day of October, 1976, and known as Trust Number 39504 the following described real estate in the County of Cook and State of Illinois, to wit:

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(SEE ATTACHED LEGAL DESCRIPTION)

The North 50 feet of the West 161.25 feet of Lot 2 in James D. Lynch's Addition to Hyde Park in the West half of the South West quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. \*\*

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I hereby declare that the attached Deed represents a transaction exempt under provisions of Paragraph e, Section 4, of the Real Estate Transfer Tax Act, and Paragraph e, Section 200.1-2B6 of the Chicago Transaction Tax Ordinance.

[Signature]

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, maintain and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to any subdivision or part thereof, and to reallocate 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 conditions, 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, state, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, lease or otherwise encumber said real estate, or any part thereof, to lease, to subdivide, to sell, to convey, to release, to release, to release or to release, by lease 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 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 real estate and to contract respecting the manner of selling the whole or part of present or future real estate, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to accept assignments or grants of any kind, to release, convey or assign any right, title or interest in or about or connected with 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 in any case, 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 in 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 solvency, necessity or expediency of any act of said Trustee, or be obliged to bring into issue 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) receiving or claiming under any such conveyance, deed or other instrument, (as 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), 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, and 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 (if) the conveyance or other instrument is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are vested with all the powers, authorities, duties and obligations of its, 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 or 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 such 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 who have or shall hereafter have any interest in the said real estate shall be deemed to have notice 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 such 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 beneficiaries 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 arising from the sale or other disposition of said real estate, and the interest hereunder shall be in said American National Bank and Trust Company of Chicago the entire legal and equitable title in and to all of the real estate above described.

The title in 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 register of titles any duplicate thereof, or material, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the state in use made and provided.

and the said grantor hereby expressly waives, and releases, and agrees to waive, 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 her hand and seal this 25th day of October 1976

[Signature] Willamae Kennedy

STATE OF ILLINOIS } I, STEPHEN R. CHESLER, a Notary Public in and for said County of COOK } ss. County, in the State aforesaid, do hereby certify that WILLAMAE KENNEDY

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she 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 October A.D., 1976

My commission expires Dec 31, 1977

5115 South Michigan Avenue Chicago, Illinois 60637

Box 22K 746

For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps

23 696 220

Document Number

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Nov 3 1 54 PM '76

*Sidney R. Wilson*  
RECORDER OF DEEDS

\*23696220

*mail to  
Sicht, Chesler & Weiss  
55 E. Monroe  
Suite 3417  
Chgo, 60603*

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT