

DEED IN TRUST

23 796 783 L#4192

Form 191 Rev. 5-63

The above space for recorder's use only

THIS INSTRUMENT WITNESSETH, THAT THE GRANTOR, RICHARD L. HAMMOND and CELESTE M. HAMMOND, his wife of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN AND NO/100ths 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 as Trustee under the provisions of a certain Trust Agreement, dated the 20th day of December 19 76, and known as Trust Number 39807, the following described real estate in the County of COOK and State of Illinois, to wit:

Lot 3 in the North half of the Subdivision of Block 1 of Block 6 in the Canal Trustee's Subdivision of the Fast 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to real estate taxes for the year 1976 and subsequent years.

This document prepared by: Celeste M. Hammond 315 South Plymouth Court Chicago, Illinois

10.00

14-29-216-031

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 subdivision or part thereof, and to reimburse 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, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, by 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 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 reversion and to contract reserving the number of years of the term of present or future leases, 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 shall be 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 inquire into 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 limit the scope 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 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, so 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, so 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 that 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 his, 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 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 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. All contracts, obligations or liabilities incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of any of its 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, and an express trust and not individually (and the Trustee shall have the obligation whatsoever with respect to any such contract, obligation or liability, in whole or in part, which shall be enforceable against the Trustee and the beneficiaries under said Trust Agreement and the Trustee shall be liable 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 interest hereunder being in trust for 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 state made and published.

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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid has, hereunto, set their hand S. and seal, this 22nd day of December 19 76.

RICHARD L. HAMMOND CELESTE M. HAMMOND

ILLINOIS The undersigned STATE OF COOK COUNTY OF COOK RICHARD L. HAMMOND and CELESTE M. HAMMOND, HIS WIFE

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON AS THEY SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS THEIR ACT AND DEED, AND A NOTARY SET, FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THEREOF OF HOMESTEAD.

GIVEN under my hand and Notary seal this 14th day of January A.D. 19 77.

Notary Public RICHARD L. HAMMOND and CELESTE M. HAMMOND

American National Bank and Trust Company of Chicago Box 221 2050 North Sheffield Street

This space for affixing Rulers and Revenue Stamps

STATE OF ILLINOIS DEPARTMENT OF REVENUE AND TAXATION DOCUMENT NUMBER 23 796 783

UNOFFICIAL COPY

COURT HOUSE, ILLINOIS
FILED FOR RECORD
JAN 21 12 59 PM '77

Albany K. Wilson
RECORDER OF DEEDS
*23796783

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT