

DEED IN TRUST

23 840 075

THE INDEMNITY WITNESSETH, THAT THE GRANTOR, JAMES E. CHOLEWIN and HELEN F. CHOLEWIN, his wife, and FRED C. STADE, JR. and BEVERLY T. STADE, his wife of the County of Cook and State of Illinois, for and in consideration

of the sum of ONE Dollars (\$ 1.00), in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty 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 3rd day of August 19 72, and known as Trust Number 77485, the following described real estate of the County of COOK and State of Illinois, to wit:

Lot 7 in Cleaver's Subdivision of Lots 31, 34, 39, 42, 47 in Block 7 in Canal Trustee's Subdivision of West 1/2 of Section 5, Township 39 North, Range 4 East of the Third Principal meridian, in Cook County, Illinois

10.00

Subject to taxes for the year 1976 and subsequent years.

PREPARED BY MICHAEL J. CUNNINGHAM 4930 N. MILWAUKEE CHICAGO, ILL. 60630

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 as set forth.

Full power and authority is hereby granted to said Trustee to impose, manage, protect and enforce in said real estate of any part thereof, to dedicate, make, streets, highways or alleys to vacate any subdivision or part thereof, and to transmute 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 with or without warranty, to execute 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, lease or otherwise encumber said real estate, or any part thereof, to lease said real estate for any part thereof, from time to time, in perpetuity or for a term, to lease in perpetuity or for a term, and upon any terms and for any period or periods of time, and to renew, change or modify leases and the terms and conditions 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 regarding the amount of future rentals, in partition or in 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 of any 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 in about said real estate or any part thereof shall be concerned, 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 deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening 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 the said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred by the Trustee in connection with said real estate may be entered into by it in the name of the Trustee, or any other person or persons, or any other instrument, and that at the time of the delivery thereof the Trustee created by this Indenture and by said Trust Agreement was in full force and effect, and that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations stated in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, for 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 title, estate, rights, powers, authorities, duties and obligations of fit, 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 in or done by it or its officers or agents or any of them, or for injury to person or property happening 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 the said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or liability incurred by the Trustee in connection with said real estate may be entered into by it in the name of the Trustee, or any other person or persons, or any other instrument, and that at the time of the delivery thereof the Trustee created by this Indenture and by said Trust Agreement was in full force and effect, and that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations stated in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, for 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 title, estate, rights, powers, authorities, duties and obligations of fit, his or their predecessor in trust.

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, 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 hereunder shall have any title or interest in or about the said real estate, or any part thereof, or any interest in or about the said real estate, or any part thereof, as aforesaid, the intention hereof being to vest in 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, 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 S aforesaid has hereunto set their hands and seals, this 16th day of February 1977. Fred C. Stadel (REAL) James E. Cholewin (REAL) Beverly T. Stadel (REAL) Helen F. Cholewin (REAL)

STATE OF ILLINOIS) 1. MICHAEL J. CUNNINGHAM) A Notary Public in and for said County of COOK) County, in the State aforesaid, do hereby certify that JAMES E. CHOLEWIN and HELEN F. CHOLEWIN, his wife, and FRED C. STADE, JR. and BEVERLY T. STADE, his wife

personally known to me to be the same person S whose name S ARE the foregoing instrument, appeared before me this day in person and acknowledged that they were the grantors of the foregoing instrument, signed, sealed and delivered the said instrument as their free and voluntary act, and that they were duly authorized and empowered to execute and deliver the same in and to set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 3rd day of January, A.D. 1977. Michael J. Cunningham Notary Public

American National Bank and Trust Company of Chicago Box 221 1417 North Cleaver, Chicago, Illinois For information only insert street address of above described property.

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STATE OF ILLINOIS DEPT OF REVENUE TAXATION DIVISION CHICAGO ILL 60612

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UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Edw. H. Hamilton
REGISTRAR OF DEEDS
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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT