

UNOFFICIAL COPY

23 872 856

This Indenture Witnesseth, That the Grantors

JAMES W. MILLER and GERTRUDE M. MILLER, his Wife

of the County of Cook and the State of Illinois for and in consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid, Convey and Warrant unto NORTHWEST NATIONAL BANK of Chicago, a national banking association, of Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 15th day of March 1977 known as Trust Number 3807, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 45 and 46 in Block 3 in Schiller Park, a Subdivision of that part of the East half of the East half of the South East quarter of Section 16, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of Irving Park Boulevard and West of the Wisconsin Central Railroad right of way, also that part of Section 15, Township 40 North, Range 12, East of the Third Principal Meridian, lying West of said Railroad right of way, in Cook County, Illinois.

Permanent Tax No. 12-16-410-038, Lot 45
12-16-410-037, Lot 46

"Exempt under provisions of Paragraph E, Section 101, Real Estate Transfer Tax Act."

NORTHWEST NATIONAL BANK OF CHICAGO, as Trustee under Trust No. 3807

March 31, 1977

By: [Signature] Vice President

Date

ADDRESS OF GRANTEE: 3985 North Milwaukee Avenue, Chicago, Illinois 60641

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, or 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 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 options to renew leases 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 property, 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 said premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see that the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 Indenture 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 Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 cases made and provided.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 15th day of March 1977

[Signature] (SEAL)
JAMES W. MILLER

[Signature] (SEAL)
GERTRUDE M. MILLER

Property of Cook County

THIS INSTRUMENT WAS PREPARED BY

Rudolph C. Schoppe
Northwest National Bank of Chicago
3985 N. Milwaukee Avenue
Chicago, Illinois 60641

23 872 856
NO TAXABLE CONSIDERATION

STATE OF ILLINOIS)
COUNTY OF COOK)
SS Florence J. Haug

a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES W. MILLER and GERTRUDE M. MILLER, his Wife

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 signed, sealed and delivered the said instrument as their 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 19th day of March A. D. 1977

Florence J. Haug

Notary Public
My Commission Expires
Aug. 9, 1978



Property of Cook County Clerks Office



23872856

Box 246
Trust No.

Deed in Trust
WARRANTY DEED

ADDRESS OF PROPERTY

TO
NORTHWEST NATIONAL BANK OF CHICAGO
IRVING PARK AND CICERO AT MILWAUKEE
TRUSTEE

NNNB