

DATE DATE
65-15-746

DEED IN TRUST

23 873 461

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH THAT THE GRANTORS, RONALD J. GANZA and PAULINE J. GANZA, his wife, 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, Convey 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 7th day of March, 1977, and known as Trust Number 40171, the following described real estate in the County of Cook, and State of Illinois, to wit:

Lot Thirteen (13) and the North 7.0 feet as measured along the West line thereof of Lot Fourteen (14) in Eugene L. Swenson's Evanston Manor being a Subdivision in the North half (1/2) of Section Fourteen (14), Township Forty-one (41) North, Range Thirteen (13) East of the Third Principal Meridian, according to plat recorded August 4, 1926 as Document 9361778 in Cook County, Illinois

Subject to covenants, conditions and restrictions of record and Real Estate Taxes for the second installment of 1976 and subsequent years.

THIS INSTRUMENT WAS PREPARED BY: BEN GOLDWATER
77 West Washington Street
Chicago, Illinois 60602

10-06

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 create any subdivision or part thereof, and to re-subdivide 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 any successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities created in said Trust Agreement, to donate, to dedicate, 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 reversion, 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 reversion and to contract respecting the manner of fixing the amount of present or future rents, 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 and 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 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 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 see to the fulfillment of any purchase money loaned or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or to see to the repair into the authority, 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, grant, 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, trust or other instrument. (c) 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 of other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement, and in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (d) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust, lease, mortgage or other instrument and (e) 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.

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 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 contract, 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 whatsoever and whatever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interests 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 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, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds 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 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 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 grantors aforesaid have hereunto set their hands and seals this 31st day of March, 1977.
RONALD J. GANZA (seal) PAULINE H. GANZA (seal)

STATE OF ILLINOIS, I, BEN GOLDWATER, Notary Public in and for said County of COOK, County, in the State aforesaid, do hereby certify that RONALD J. GANZA and PAULINE H. GANZA, his wife

personally known to me to be the same persons whose names they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they were the 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 31st day of March, 1977.
Ben Goldwater, Notary Public
My commission expires August 7, 1980

MAIL TO: American National Bank and Trust Company of Chicago, Box 221, 9310 Bennett, Skokie, Illinois
For information only insert street address of above described property.

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
Document Number 23 873 461

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

APR 1 3 07 PM '77

Shelby K. Lewis
RECORDER OF DEEDS
*23873461

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT