

UNOFFICIAL COPY

DEED IN TRUST

23 880 047

Form 191 Rev. 11-71

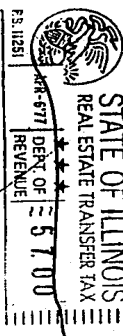
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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MELVIN D. SCHAEFFER, FRANCES SCHAEFFER, his wife, and EUGENE L. SCHAEFFER, an unmarried person, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN (\$10.00) - - - Dollars (\$ 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 whose address is 33 N. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 17th day of January, 1977, and known as Trust Number 39919 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 19 in Hamilton's Subdivision of Block 1 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

57.00

0 0 2 8 1 9



Instrument prepared by:
Lawrence N. Marino,
33 N. LaSalle St.,
Chicago, Illinois.

10.00

0 1 7 3 3 3



85.00

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 reutilize said real estate as often as desired in contract to sell, to grant or purchase, to lease, 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, to pledge or otherwise encumber said real estate, or any part thereof, to be sold, to lease, to subdivide, 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 sue or to be sued, 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 sue or to be sued in all other ways or interests in or about or incident 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 acquisition 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 inquire into any of the covenants 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 deed, 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 all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) 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 (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.

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 agent or attorney 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 purpose, or, as the election of the Trustee, in its own name, as Trustee of an express trust and not incidentally (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 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, profits and income 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, but only an interest in earnings, profits and proceeds thereof as aforesaid. The interest of each and every beneficiary hereunder shall be charged with notice of this condition from the date of the filing for record of this Deed.

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, S 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S aforesaid have hereunto set their hands and seals 31st day of March, 1977.

Eugene L. Schaeffer [SEAL] Melvin D. Schaeffer [SEAL]
Frances Schaeffer [SEAL]

STATE OF Illinois)
County of Cook)
I, Lawrence N. Marino, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MELVIN D. SCHAEFFER and FRANCES SCHAEFFER, his wife; and EUGENE L. SCHAEFFER, an unmarried person,

are the same person, S whose name S are subscribed to the foregoing instrument, and they in person and acknowledged that they signed, sealed and delivered the foregoing instrument, as their free and voluntary act, for the uses and purposes therein set forth, including the right of homestead.

GIVEN under my hand and Notarial seal this 4th day of April, A.D., 1977.
Lawrence N. Marino Notary Public

My commission expires June 25, 1978

MAIL TO: LAWRENCE N. MARINO,
American National Bank and Trust Company of Chicago
33 N. LaSalle St.
Chicago, Ill. 60602.

1645 W. Chicago Avenue,
For information only insert street address of
Chicago, ILLINOIS.

4449 248 6447

Handwritten initials and marks.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

APR 7 2 07 PM '77

Sidney R. Silver
RECORDER OF DEEDS
*23880047

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT