

DEED IN TRUST

23 892 090

RECORDED IN COOK COUNTY ILL.

Form 101 Rev. 11-71

1977 APR 18 PM 3 21

APR 18 77 5 58 42

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, ANGELINE MILLER of the County of COOK and State of ILLINOIS, for and in consideration of the sum of *****TEN***** 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 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 28th day of March 19 77, and known as Trust Number 40257, the following described real estate in the County of COOK and State of Illinois, to wit:

Lot 32 in Subdivision of Block 16 in Canal Trustees Subdivision of the South East quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

Prepared by: STEVEN J. MCCOY 32 W. Randolph St., Suite 1014 Chicago, Illinois

Commonly known as: 1138 W. Taylor St., Chicago, Illinois 60607

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 public use, to sell, lease or otherwise dispose of 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 successor 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, or any part thereof, from time to time, in possession or otherwise, 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 demise the term of 104 years, and to lease or otherwise lease upon any terms, 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 lease or to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of present or future rentals to be paid in exchange for 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 claim, 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 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 application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see to 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 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 claiming the same, and shall be binding upon or extending under any such conveyance, lease or other instrument, (a) 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, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this instrument and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (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 fill in the blanks hereon as made to a successor or successor in trust, that such successor or successor in trust has been properly appointed and are fully vested with all the powers, 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 have any personal liability or be under the provisions of this instrument or any amendment or modification thereof, or for injury to persons or property hereunder, in or about said real estate, any and all such liability, in any way expressly stated and intended, any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be noted into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably authorized for such purposes, as an agent 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 as far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof. All persons and organizations whatsoever and whatsoever shall be bound with notice of this condition from the date of the recording of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under it or any of them shall be only in the earnings, profits 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, profits 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 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 encumbered, 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 avoidance of 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 acts of the State of Illinois, providing for exemption or homestead from sale or execution or otherwise.

In Witness Whereof, the grantor aforesaid, has hereunto set her hand and seal, this 28th day of March 19 77.

Angeline Miller [REAL] Steven J. McCoy [REAL] Notary Public in and for said State of Illinois, County of Cook, County, in the State aforesaid, do hereby certify that Angeline Fanelli Miller

personally known to me to be the same person, whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 seal this 28th day of March A.D. 19 77. Steven J. McCoy Notary Public My commission expires 15/3/77

American National Bank and Trust Company of Chicago Box 1221 For information only insert street address of above described property.

Thomas A. Wentbo Representative 4-18-1977 Date

23892090 Document Number