

# UNOFFICIAL COPY

## DEED IN TRUST

Form 191 Rev. 11-71

The above space for recorder's use only

23 081 374

CHICAGO OFFICE  
COOK COUNTY RECORDS

THIS INDENTURE WITNESSETH, THAT THE GRANTORS **FRANCIS GERALD WILSON and JEANNE WILSON** 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 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 **10th** day of **April** 19**75**, and known as Trust Number **90787**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

The West half of Lot 1 and all of Lot 2 in Block 3 in A. A. Lewis' Dempster Terminal Ridge Subdivision, First Addition, in the South West quarter of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY  
**HOUTSMA, PEREL & FAGEL**  
120 W. MADISON ST.  
CHICAGO, ILLINOIS 60602

500 MAIL

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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or trust agreement, and to transmute said real estate as often as directed, in 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 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 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 in common or in severalty, and upon any terms and for any period or periods of time, and in the case of any lease to demise the term of 199 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 conditions thereof at any time after their execution, to contract to lease, to grant options to lease and options to purchase the whole or any part of the real estate and to contract respecting the same of taking the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to accept assignments of charges of any kind, to release, convey or assign any title, title or interest 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, 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, contacted to sell, leased or mortgaged by said Trustee, or any successor in trust, be obligated to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obligated to see that the terms of this trust have been complied with, or be obliged to inquire into the ability, success or expediency of any act of said Trustee, or be charged or privileged to institute 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, including the holder of Title, and being upon the relation of said Trust Agreement, 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 Indenture, and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries, and (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, if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly named and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, 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, demand or decree for anything it or they or his or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Indenture, or any amendment or any extension thereof, or for injury to person or property happening in or about said real estate, any instrument being hereunder, or any extension thereof, or for contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate, or any instrument being hereunder, or any extension thereof, or for the name of the Trustee, or in the name of any beneficiary under said Trust Agreement as their attorney-in-fact, hereby expressly disclaimed for such purposes, by deed to be by it in the name of the Trustee, or in the name of any beneficiary under said Trust Agreement, and no individual or individuals shall have any 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 whoheretofore and hereinafter 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, 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, legal or equitable, in or to said real estate, such, but only an interest in the 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 such case made and provided.

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 a 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 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 grantor, **S** aforesaid have hereunto set their hands and seals on this **10th** day of **April** 19**75**.

**Francis G. Wilson** [SEAL] **Jeanne Wilson** [SEAL]  
**FRANCIS GERALD WILSON** [SEAL] **JEANNE WILSON** [SEAL]

STATE OF **ILLINOIS** County of **COOK**, I, **Francis G. Wilson**, a Notary Public in and for said County of **COOK**, in the State aforesaid, do hereby certify that **Francis Gerald Wilson and Joanne Wilson, his wife**

personally known to me to be the same person **S** whose names **are** they subscribed to the foregoing instrument, appeared **in person** on 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 payment of the debt of homestead.

Witness my hand and seal this **10th** day of **April** A.D., 19**75**.  
**Francis G. Wilson** Notary Public

**AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**

Houtsma, Perel & Fagel  
120 W. Madison, Chicago 60602

For information only insert street address of above described property.

This deed is an exempt transaction by reason of the consideration being under \$100.00.

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END OF RECORDED DOCUMENT