

UNOFFICIAL COPY

DEED IN TRUST

23 186 680

Form 191 Rev. 11-71

The above space for recorder's use only

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Alan H. Israel 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 S and Warrant S 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 15th day of July 1975, and known as Trust Number 91144, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 1, 2, 3, 4, 5 and Lot 6 (except the West 19 feet thereof) in Krenn and Dato's Howard Street and Crawford Avenue Subdivision of part of Lot 1 in Hoffman's Subdivision of the South East 1/4 of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

This is not a homestead.

This instrument prepared by Howard C. Goode 120 West Madison Street Chicago, Illinois 60602

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the covenants, 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 redivide 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 any 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 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 using 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 grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to do 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 do 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 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 be made a party to 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 Registrar of Titles of said county) relying upon or claiming title to such real estate, lease or other instrument, so 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, so that such compliance 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 hereunder, so 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 that if the trustee or trustee 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 his, or his predecessor in trust.

The covenants 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 to be subjected to any claim, judgment or decree for anything done by or for its or their agents or attorneys in or out of or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injuries to person or property happening in or about said real estate, any and all such liabilities being hereby expressly waived and released, any and all obligation of indebtedness incurred or entered into by the Trustee in connection with said real estate not to be extended to or by or 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 who have and whatsoever shall be charged with notice of this condition from the date of the filing 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 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 being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in the whole, or in 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 file in the certificate of title or duplicate thereof, or renewal, the words "in trust," or upon condition, or such limitations, or words of similar import, in accordance with the statute in such case made and passed.

And the said grantor hereby expressly waives S, and releases S, 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 grantor, aforesaid, his hereunto set his hand and seal this 12th day of August 1975 (seal) Alan H. Israel (seal)

STATE OF Illinois, County of Cook, in the State aforesaid, do hereby certify that Alan H. Israel

Notary Public in and for said County of Cook, Illinois, do hereby certify that I know the person whose name is Karen L. Panzco, subscribed to the foregoing instrument, and that she is a person and acknowledged that he signed, sealed and delivered the said instrument as his 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 12th day of August A.D., 1975 Karen L. Panzco Notary Public My commission expires 4/77

part under provisions of Paragraph 1, Section 4, Trust No. 91144

Howard C. Goode Buyer, Seller or Representative 8/13/75 Date

23 186 680

American National Bank and Trust Company of Chicago

BOX 533

Howard C. Goode 120 W. Madison Chicago

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COOK COUNTY
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RECORDED

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