

UNOFFICIAL COPY

DEED IN TRUST
Form 191 (6-1-75)
AUG 22 64-03-522
23 196 951

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, James S. Montana
of the County of Cook and State of Illinois, for and in consideration
of the sum of Ten dollars and other values 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 first day of March 19 75, and known as Trust Number 90720

the following described real estate in the County of Cook and State of Illinois, to wit:

Commonly known as the premises at 1514-26 W. Devon Avenue,
Chicago, Illinois, legally described on attached sheet
made a part hereof; subject to 1974 tax (2nd. installment)
and 1975 tax, and to easements, restrictions and party wall
agreements of record.

This instrument prepared by: James S. Montana, Attorney
One No. LaSalle Street, Chicago, Illinois.

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 streets,
highways or alleys to vacate, or to sell or otherwise dispose of any part thereof, and to vendible 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 suc-
cessors 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 in fee, estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or
reversion, by leases to commence in present, 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 any lease so made, and 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 premises hereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase
said real estate, or any part thereof, for other than residential purposes, to grant easements or charges of any kind, to release, convey or assign any right, title or
interest in or about or easement 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 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 restricted 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, including a purchaser of Title of said owner relating upon or claiming under and such consequences,
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 consequences 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 (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every act done by said Trustee, or any successor in trust, in relation to said real estate,
rights, powers, authorities, duties and obligations of his, his or their predecessor 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, his or their predecessor or successors in trust.

This covenants 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 affected in 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 the performance of any act or thing in connection with the said real estate, or any amendment,
contract, obligation or modification thereof or entered into by the Trustee in connection with the said real estate, or any act or thing in connection with the said real estate,
beneficiary 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
modification 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 whomsoever and whatsoever shall be charged with notice of this deed 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 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 registered, the Registrar of Titles, is hereby directed 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. Montana hereby expressly waives, releases, and conveys, and all right or benefit under and by virtue of any and all statutes of the
State of Illinois, providing for exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, S. Montana hereunto set their hand and seal, this 21st day of August 1975.

James S. Montana
James S. Montana

STATE OF Illinois, Consuela M. Fumato, a Notary Public in and for the County of Cook, in the State aforesaid, do hereby certify that James S. Montana,

personally known to me to be the same person whose name he subscribed to the foregoing instrument, appeared before me this day in 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 right of homestead.

notarial seal this 21st day of August A.D., 1975
Consuela M. Fumato Notary Public

American National Bank and Trust Company of Chicago
Box 221
1514-26 W. Devon Ave., Chicago, Ill.
For information only insert street address of above described property.

1132482

600

CITY OF CHICAGO
RECORDS & COMMUNICATIONS SECTION
AUG 22 1975

100

This space for affixing Rubbers and Revenue Stamps
\$59.00

23 196 951

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY
FILED FOR

AUG 22 3-08 PM '75

RECORDED AT

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UNOFFICIAL COPY

Premises at 1514-26 West Devon Avenue, Chicago, Ill.

Description of the real estate with respect to which this policy is issued.

That part of Lot 10 (except the West 23.5 feet thereof) and all of Lots 11 to 15 inclusive, all taken as one tract described as follows: commencing at a point on West line of said tract being on East line of Bosworth Avenue at a point 62.15 feet North of the South West corner of said tract, thence East 26.07 feet to a point which is 62.05 feet North of the South line of said tract; thence South along a line parallel with West line of said tract 4.05 feet, thence East along a line parallel with South line of said tract, 6.38 feet, thence North along a line parallel with West line of said tract 1.48 feet, thence East along a line parallel with South line of said tract, 59.77 feet, thence North along a line parallel with West line of said tract, 0.57 of a foot to center line of a 1.04 foot party wall; thence East along center line of said party wall to East line of said tract; thence South along East line of said tract being West line of a public alley 60.05 feet to the South East corner of said tract, thence West along South line of said tract, being North line of Devon Avenue 126.50 feet more or less to the South West corner of said tract, thence North along West line of said tract, being East line of Bosworth Avenue 62.15 feet to the place of beginning, all in S. F. Hollison's 1st Addition to Rogers Park, being a subdivision of Lots 9, 10 and 11 in L. C. Paine Freer's (Receiver) Subdivision of the West half of the South West quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. **

Perpetual easement in favor of Bosworth Devon Building Corporation to use space on premises in question now occupied by chimney for use as chimney only and to the use of the space on said premises now occupied by pipes and ventilators projecting into areaway and to free use of entire areaway on premises in question for purpose of ingress and egress and for free access use and enjoyment of light and air to windows in building North of and adjoining said premises, established by deed recorded June 2, 1947 as document 14068845.

23 196 951

END OF RECORDED DOCUMENT