

DEED IN TRUST PM 3 A
1975 SEP 4

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REGISTERED IN OFFICE
COOK COUNTY

Form 101 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Merle S. Cohan and Penny B. Cohan his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100ths Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey Quit Claims and Quit Claims 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 1st day of September 1975, and known as Trust Number 91178 the following described real estate in the County of Cook and State of Illinois, to wit:

5.00

That part of Lots 1 and 2 in Block 59 in Evanston described as follows: Commencing on the East line of Lot 1 at the North East corner thereof, thence West 66 feet, thence South 132 feet, thence West 17 feet, thence South 38 feet, thence East 83 feet, thence North 170 feet to the point of beginning; also Lot 1 in Mrs. Hickling's Subdivision of the West 4 feet of the North 132 feet of Lot 1 of Block 59 of the Village of Evanston, and the East half of Lot 2 in Block 59 aforesaid (except the East 13 feet of the South 83 feet and the West 12 feet of the East 25 feet of the South 45 feet of the same) in Section 13, Township 41 North, Range 13 East of the Third Principal Meridian (except the North 107 feet of the West 35 feet) in Cook County, 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 in said Trustee to improve, manage, defend and otherwise said real estate or any part thereof, to dedicate parks, streets, highways or alleys to locate any subdivision or part thereof and to redivide said real estate or any part thereof, to contract to sell, to grant options to purchase, to sell or any part thereof, to convey either with or without consideration, to convey all 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 conditions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and to purchase the whole or any part of the interest and to contract respecting the manner of fixing the amount of price or future rentals, in fulfillment or to enhance said real estate, or any part thereof, for other real or personal property, to grant easements or other rights, to lease, convey or assign any title, title or interest in or about or adjacent appurtenant to said real estate or any part thereof, and to deal with said real estate and any part thereof in all other ways and for such other purposes as would be lawful for any person owning the same to deal with the same, whether or not of 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 any part thereof, be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or permitted to inquire into 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 under any such mortgage, 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 mortgage or other instrument was executed in accordance with the terms, conditions and limitations specified in this indenture 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 (d) if no 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 the, 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 agents or attorneys 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 hereafter, or about said real estate, nor shall any such liability being hereby expressly waived and released, or 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 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 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 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, 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 as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the interest hereof being in trust 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 in any of the above real estate is now or heretofore 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 exhibition, 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 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 grantors aforesaid have hereunto set their hand and seal of this 4th day of September, 1975.
Merle S. Cohan (REAL)
Penny B. Cohan (REAL)

STATE OF ILLINOIS County of COOK, I, Marilyn H. Kamm, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Merle S. Cohan and Penny B. Cohan, his wife personally known to me to be the same persons whose name is are subscribed to the foregoing instrument, appeared before me 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 release and waiver of the right of homestead.

GIVEN under my hand and seal of office this 4th day of September, A.D. 1975.
Marilyn H. Kamm Notary Public
My commission expires January 23, 1979

Exempt under provisions of Section 2, Section 4.
Real Estate Transfer Tax Act.
Date 9/4/75
Marilyn H. Kamm, Notary Public
Stamp: Return per signature per each page

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23210725

Prepared by: American National Bank and Trust Company of Chicago
James S. Gray, Esq. Box 226
901 BM Plaza - 3700
Chicago, Illinois

For information only insert street address of above described property.

END OF RECORDED DOCUMENT