

# UNOFFICIAL COPY

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DEED IN TRUST COUNTY OF COOK FILED FOR RECORD

23 358 109

Form 191 Rev. 11-71

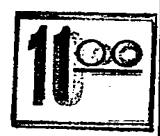
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RECORDED BY 11215

23358109

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, REBECCA GINSBERG, a single woman, of 105 West Adams Street, Chicago 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 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 10TH day of December 1975, and known as Trust Number 38219, the following described real estate in the County of Cook and State of Illinois, ~~to wit~~: legal ~~description~~ described on Exhibit A attached hereto and made a part hereof.



This instrument was prepared by Martin K. Blunder, Esq., Rosenthal and Schanfield, 105 West Adams Street, Chicago, Illinois 60603

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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, 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 establish said real estate as often as desired, to contract to sell, to grant options in trust and to grant to such successor or successors in trust all of the title, advices, 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 leases 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 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 lease 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 any 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 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 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 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 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 the Registrar of Titles of said county) relying upon or claiming under any such conveyance, 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 conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon and to all beneficiaries thereof, (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 the 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 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 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 happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into and in the name of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 whomsoever 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, 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 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.

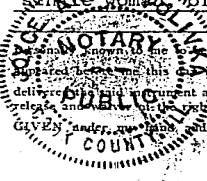
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in 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 status of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 7th day of January 1976

(SEAL) *Rebecca Ginsberg* (SEAL)  
 (SEAL) Rebecca Ginsberg (SEAL)

STATE OF ILLINOIS ) I, JOYCE ANNE POLIVKA, a Notary Public in and for said  
 County of Cook ) County, in the State aforesaid, do hereby certify that Rebecca Ginsberg, a  
 single woman ) of 105 West Adams Street, Chicago, Illinois



is the same person whose name is subscribed to the foregoing instrument, and she is the person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release of the grantor from the grant of homestead.

GIVEN under my hand and notarial seal this 7th day of January A.D. 1976  
 Joyce Anne Polivka Notary Public

My commission expires June 19, 1977

American National Bank and Trust Company of Chicago  
Box 221

For information only insert street address of above described property.

This space for annexing Rides and Revenue Stamp  
 Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.  
 4/17/76 Date  
 Rebecca Ginsberg Buyer, Seller or Representative

23 358 109

Document Number

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7-13-1999

## EXHIBIT "A"

PARCEL 1: The North 1224.960 feet (except the north 50 feet thereof) of the West 570.00 feet of the Northwest 1/4 of Section 27, Township 35 North, Range 13 East of the Third Principal Meridian (containing 669,750 square feet or 15.375 acres)

PARCEL 2: The North 1799.940 Feet (except the north 50 feet thereof) of the East 822.00 feet (excepting the East 50 Feet thereof) of the Northwest 1/4 of said Section 27 (containing 1,351,000 square feet or 31.015 acres)

PARCEL 3: The North 1522.958 Feet of the Northeast 1/4 of said Section 27 (except the South 456.037 feet of the East 364.973 feet thereof), (containing 3,859,850 square feet or 88.610 acres)

ALL IN COOK COUNTY, ILLINOIS

23 358 109

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

17-6 MS 9-71

## PLAT ACT AFFIDAVIT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

Rebecca Ginsberg, being duly sworn on oath, states that she resides at 105 West Adams Street, Chicago, Illinois 60603. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;  
-OR-  
the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
- ② The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or Conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.

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CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me  
this 27th day of January, 1976.  
*Rebecca Ginsberg*  
*Ray E. Wilson*  
NOTARY PUBLIC My commission expires 5/12/79

END OF RECORDED DOCUMENT