

UNOFFICIAL COPY

DEED IN TRUST

1978 MAY 26 PM 2 34

24466432

Form 191 Rev. 11-71

RECORDED BY THE CLERK OF THE COUNTY OF COOK, ILLINOIS

THIS INDENTURE WITNESSETH, THAT THE UNDERSIGNED WILLIAM HODGES and DOROTHY HODGES, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten (\$10.00) - - MAY 26 78 - 6 8 5 2 7 - - 24466432.00 - RED. 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 9th day of May 1978, and known as Trust Number 42667 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 8 and Lot 29 and vacated alley between said Lots in Daniel E. C. Moles Subdivision of West half of the North 5 acres of the East one-third of the West half of the North East quarter of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois and Lot 9 and Lot 23 and vacated alley between said Lots in Daniel E. C. Moles Subdivision of West half of the North 5 acres of the East one-third of the West half of the North East quarter of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Property of [unclear]

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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 marks, streets, highways or alleys to various subdivisions or lots 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 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 for years, or for life, or for a term, or for any period or periods of time, not exceeding in the case of any estate devised the term of 99 years, and to renew or extend such 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, in 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 a contract respecting the manner of fixing 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 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 the 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 to 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 deed or said Trust Agreement, or any amendment thereto, or for joining in the mortgage or deed or instrument in relation to said real estate, or be obliged to see that the terms of this deed or said Trust Agreement, or any amendment thereto, are fully complied with 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 binding and enforceable in favor of every person claiming under the provisions of said trust deed, mortgage, lease, or other instrument, and in all respects shall be binding upon all persons claiming under the provisions of said trust deed, mortgage, lease, or other instrument, in all respects as if the same were a deed, trust deed, mortgage, or other instrument executed by 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 instrument) 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 the condition from the date of the filing for record of this deed.

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 by reason of 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 any part thereof, or in the execution of any deed or instrument or any amendment thereto, or for joining in the mortgage or deed or instrument in relation to said real estate, 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 the conveyance of said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement or in its own name, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or instrument, 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 the 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 each person 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 any interest therein shall be payable to the person or persons who shall be named as beneficiary hereunder, shall have any title or interest, legal or equitable, in or to said real estate as an asset, 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 requested 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 applied.

And the said grantor S hereby expressly waives... and all right or benefit under or 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... heretofore set... hand and seals this 9th day of May 1978.

William Hodges [SEAL]
Dorothy Hodges [SEAL]

[Signature of William Hodges]
[Signature of Dorothy Hodges]

ILLINOIS County of COOK, do hereby certify that WILLIAM HODGES and DOROTHY HODGES, his wife

personally known to me to be the same person S whose name S are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth, including the right of homestead.

Notary Public seal and signature: Jonas Wolfberg, Notary Public, 9th day of May A.D. 1978.

Notary Public Seal: COOK COUNTY, ILLINOIS

2215 and 2217 S. Kildare Ave. Chicago, Illinois
For information only insert street address of above described property.

Accepted under provisions of Paragraph 5, Section 4, Real Estate Transfer Tax Act. Buyer, Seller or Representative. James Wolfberg. 5/26/78. 24466432

END OF RECORDED DOCUMENT