

UNOFFICIAL COPY

DEED IN TRUST
This instrument prepared by:
Stephen A. Malato, Esq.
Form 191 Rev. 11-71
77 N. Washington St.
Chicago, Ill. 60602

1978 JUN 1 AM 10 59

24471549

RECORDER OF DEEDS

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **BLANCHE KIRIAN**, a spinster 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, Conveys and WARRANTS 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 **18th** day of **September 1972**, and known as Trust Number **77166** the following described real estate in the County of **COOK** and State of **Illinois**, to wit:

See Exhibit A attached hereto

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the faith 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 reacquire any real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant in 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 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 in like lease and to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract regarding 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 no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or of whom said real estate or any part thereof shall be conveyed, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see in 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 the 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 interfere in 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 mentioned in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that the 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 noncompliance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully qualified to hold 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, if 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 thereto, 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 by it in its name or the name of any beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the direction 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 for record of this deed.

The interest of such 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 statutes 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 _____ day of _____, 1978.

(REAL) *Blanche Kirian* (REAL)

STATE OF **ILLINOIS** } I, **OLGA Y. MANALILI**
COUNTY OF **COOK** } ss. _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **BLANCHE KIRIAN, A SPINSTER**

personally known to me to be the same person whose name **IS SHE** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **HER** delivery of the said instrument as **HER** free and voluntary act, for the uses and purposes therein set forth, and the release and waiver of the right of homestead.

GIVEN under my hand and **NOTARY** seal this **24TH** day of **MAY** 1978.

My commission expires **11-18-80**

American National Bank and Trust Company of Chicago
Box 221

For information only insert street address of above described property.

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH (C) SECTION 4, REAL ESTATE TRANSFER TAX ACT.

BY: *[Signature]* DATE: 5/30/78

This space for affixing Riders and Revenue Stamps

10.00

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Lot 1 in "Chelsea Cove", a subdivision, being a part of Lots 5, 6 and 7 taken as a tract, in Owner's Division of Buffalo Creek Farm, being a subdivision of part of Sections 2, 3, 4, 9 and 10, Township 42 North, Range 11 East of the Third Principal Meridian in the Village of Wheeling, Cook County, Illinois,

EXCEPTING THEREFROM

PARCEL 1

A part of Lot 1 of "Chelsea Cove" a subdivision, being a part of Lots 5, 6 and 7 taken as a tract, in "Owners Division of Buffalo Creek Farm", being a subdivision of part of Section 2, 3, 4, 9 and 10, Township 42 North, Range 11 East of the Third Principal Meridian in the Village of Wheeling, Cook County, Illinois as per plat thereof recorded in the Office of the Cook County, Illinois Recorder of Deeds and more particularly described as follows:

Commencing at a point in aforesaid Lot 1, being the intersection of the South line of said Lot 1 with the northeasterly right-of-way of McHenry Road; thence along aforesaid northeasterly right-of-way, North 36° 17' 03" West 294.31 feet to a point of curve; thence continuing along aforesaid northeasterly right-of-way on a curve to the left having a radius of 1687.28 feet a distance of 88.61 feet to a point in the Northerly right-of-way of Denoyer Trail, a public road dedicated on January 31, 1973 as Document No. 2205369 for a point of beginning; thence continuing along aforesaid northeasterly right-of-way and curve, whose radius is 1687.28 feet a distance of 692.81 feet to a point of tangency; thence continuing along aforesaid northeast right-of-way tangent to the last described curve, North 62° 49' 10" West 361.84 feet to a point, being the Southeast corner of Lot 2 in Chelsea Cove; thence along the East line of said Lot 2, North 27° 10' 50" East 140.00 feet to a point of curve; thence continuing along aforesaid East line on a curve to the left having a radius of 174.50 feet a distance of 99.04 feet to a point, being the Northeast corner of said Lot 2; thence along the North line of said Lot 2, North 56° 41' 05" West 400.00 feet to a point, being the Northwest corner of said lot 2; thence along the West line of said Chelsea Cove, North 0° 19' 10" East 362.51 feet to a point; thence South 89° 40' 50" East 230.00 feet to a point; thence South 13° 08' 44" East 257.49 feet to a point; thence South 83° 30' 05" East 120.00 feet to a point; thence South 6° 29' 55" West 110.00 feet to a point; thence South 78° 26' 07" East 550.00 feet to a point; thence South 19° 15' 52" East 230.00 feet to a point; thence South 34° 05' 40" West 70.00 feet to a point; thence South 50° 40' 56" East 290.00 feet to a point; thence North 71° 04' 49" East 233.19 feet to a point in the Westerly right-of-way of said Denoyer Trail; thence along aforesaid Westerly right-of-way on a curve to the right having a radius of 445.00 feet a distance of 566.87 feet to a point of tangency; thence continuing along aforesaid Westerly right-of-way tangent to the last described curve, South 58° 14' 07.8" West 17.65 feet to a point; thence continuing along aforesaid Westerly right-of-way, South 62° 35' 11.8" West 110.52 feet to the point of beginning.

Property

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ALSO EXCEPTING THEREFROM

PARCEL 3

That part of Lot 1 of "CHELSEA COVE", a subdivision, being a part of Lots 6 and 7, taken as a tract, in "Owner's Division of Buffalo Creek Farm", being a subdivision of part of Sections 2, 3, 4, 9 and 10, Township 42 North, Range 11 East of the Third Principal Meridian, in the Village of Wheeling, Cook County, Illinois, as per plat thereof recorded in the Office of the Cook County, Illinois Recorder of Deeds and more particularly described as follows:

Commencing at a point on the West line of said Lot 1 in "CHELSEA COVE", 382.31 feet North of the Northwest corner of Lot 2 in said "CHELSEA COVE"; thence East at right angles to said West line of Lot 1 in "CHELSEA COVE", a distance of 25.0 feet to the point of beginning; thence North 29 degrees, 19 minutes and 10 seconds East along a line 25.0 feet East of and parallel with said West line of Lot 1, a distance of 157.0 feet; thence South 89 degrees, 40 minutes and 50 seconds East, 118.0 feet; thence South 22 degrees, 29 minutes and 59 seconds East, 150.0 feet; thence South 89 degrees, 40 minutes and 50 seconds East, 24.34 feet; thence South 13 degrees, 08 minutes and 44 seconds East, 19.27 feet; thence North 89 degrees, 40 minutes and 50 seconds West, a distance of 105.00 feet to the place of beginning.

RECEIVED IN BAD CONDITION

EXHIBIT "A"

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Property Clerk's Office