

# UNOFFICIAL COPY

## DEED IN TRUST

24483052

Form 191 Rev. 5-63

1978 JUN 8 PM 3 56

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Helen M. Karkut, 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 quit claims and WARRANT unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of March 19 78, and known as Trust Number 42464, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof.

Prepared by and when recorded return to:  
 Grantor's address: 33 North LaSalle Street  
Chicago, Illinois 60602  
 Herbert J. Linn  
 180 North LaSalle Street  
 Chicago, Illinois 60601

Exempt under the provisions of Paragraph 4 E of the Real Estate Transfer Tax Act.

Date 5-30-78

10<sup>00</sup> MAIL

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the other purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to prove, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or part thereof, and to resubdivide 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 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 lease the term of 99 years, and to renew or extend such leases upon any terms, and to 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 reversion and to contract respecting the amount of future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant assignments 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 to whom said real estate or any part thereof shall be conveyed, obligated to be sold, leased or mortgaged in said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money hereover or advanced on said real estate, or to be obliged to see to 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 authorized to dispute into one 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 holder of a title of any county relating upon or claiming under any such instrument, lease or other instrument, as that at the time of the delivery thereof the trust created by said Trustee and by said Trust Agreement was in full force and effect. No third party conveying or otherwise instrument was executed by said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, so that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and also if the conveyance is made to an assignee or successor in trust, that such assignee or successor in trust have been properly appointed and see fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the Trustee in 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 officers or directors, in trust shall have any personal liability or be subjected to any claim, including a claim for anything in or by or for or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, and all such liabilities being 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 the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, and the signature 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 as far as the trust property and funds in the actual possession of the Trustee shall be available for the payment and discharge thereof). All present and prospective assignments and whatsoever shall be charged with notice of this condition from the date of the recording 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 the 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 not to register or make on 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 laws 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 24th day of March 19 78

Helen M. Karkut  
 HELEN M. KARKUT

STATE OF ILLINOIS County of Cook, Garry A. Ceppek a Notary Public in and for said County, in the State aforesaid, do hereby certify that Helen M. Karkut, a spinster

personally known to me in the same person whose name is subscribed to the foregoing instrument, appeared before me in my own person and acknowledged that she is the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of her homestead.

GIVEN under my hand and seal this 29th day of March A.D. 19 78  
Garry A. Ceppek  
 Notary Public

My commission expires June 3, 1981

Property of

This state is subject to the provisions of Paragraph 4 (e) of the Real Estate Transfer Tax Act.

6-7-78 Herbert J. Linn

24483052

American National Bank and Trust Company of Chicago

For information only insert street address of above described property.

END OF RECORDED DOCUMENT

# UNOFFICIAL COPY

That part of Lot "C" in Buffalo Grove Unit No. 7, being a subdivision in Sections 4 and 5, Township 42 North, Range 11, East of the Third Principal Meridian, taken as a tract, described as: commencing at the Northeast corner of said Lot "C"; thence South 0°20'34" West along the East line of Lot "C" 411.49 feet to the point of beginning; thence North 69°39'26" West 114.18 feet to a point of curve; thence Northwesterly along an arc concave Northeasterly and having a radius of 265.00 feet, a distance of 184.68 feet to a point of tangency, said point of tangency hereinafter referred to as point "A"; thence North 49°43'39" West 37.29 feet to a point of curve; thence Northwesterly along an arc concave Southwesterly and having a radius of 285.00 feet, a distance of 160.53 feet to a point of curve; thence Westerly along an arc concave Southerly and having a radius of 119.10 feet a distance of 64.44 feet to a point of tangency; thence South 67°00'00" West 10.74 feet to a point of curve; thence West along an arc concave Northerly and having a radius of 379.11 feet for a distance of 156.70 feet (the chord of said arc having a bearing of South 78°50'28" West); thence South 00°01'19" West 337.85 feet; thence South 89°58'41" East 130.00 feet; thence South 00°01'19" West 100.00 feet; thence South 89°58'41" East 550.00 feet to a point on the East line of Lot "C" aforesaid; thence North 0°20'34" East along said East line of Lot "C" 329.01 feet to the point of beginning, (excepting from the aforescribed tract that part thereof lying easterly of the following described line, to-wit: beginning at point "A" hereinbefore described; thence South 40°16'21" West 114.18 feet; thence North 89°58'41" West 54.14 feet; thence South 00°01'19" West 305.24 feet, more or less, to a point in the South line of said tract 410.00 feet West of the Southeast corner thereof, said point being the terminus of the line herein described) all in Cook County, Illinois.

2483052

OC III

END OF RECORDED DOCUMENT