

UNOFFICIAL COPY

DEED IN TRUST

Form 191 Rev. 5-63

1978 JUN 13 PM 3 51

The above space for recorder's use only

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MONESTHER HICKS

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, Convey S and Warrant S 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 day of _____ 19 78, and known as Trust Number _____, the following described premises in the County of Cook and State of Illinois, to wit:

Lot 29 in Block 3 in Frank R. Ives Resubdivision of Lots 15, 16, 17 and 18 in Andrews Subdivision of the East 1/2 of the South West 1/4 of the South East fractional 1/4 of Section 28 North of the Indian Boundary Line in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exempt Under Provisions of Paragraph E, Sect 3.5, Real Estate Transfer Tax Act.

THIS DOCUMENT WAS PREPARED BY

ELLIOTT B. LEVINE
212 N. WASHINGTON ST.
CHICAGO, ILL. 60602

6/13/78
Date

Buyer, Seller or Representative

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the covenants, and for the uses and purposes herein and in said Trust Agreement

Full power and authority is hereby granted to said Trustee to improve, maintain, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to locate any subdivision or part thereof, and to execute 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, to lease 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, to lease to commence in the present or in the 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 leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises or to 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 title, title or interest in or about or appurtenant to said real estate or any part thereof, and to do all things which 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 by said Trustee, or any successor in trust, be obliged to see that the terms of this deed have been complied with, or to be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged to be liable in respect to any of the terms of said Trust Agreement and every deed, trust deed, mortgage, conveyance 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 claiming the Register of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument, and in the absence of fraud, and in the absence of any claim or claimant under any such conveyance, lease or other instrument, and in the absence of any claim or claimant under any such conveyance, lease or other instrument, that said conveyance or other instrument was executed in accordance with the trusts, conditions and stipulations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereof, and 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 that if the conveyance is made to a successor 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 paying 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 thereto, or for failure to perform or properly performing in or about 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 said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably authorized for such purposes, or, at the election of the Trustee, in its own name, as Trustee or as its agent, and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except insofar as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All prizes and contingents 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 good in the contrary, valid 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 the beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in contingent and reversion thereon 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 included, the Registrar of Titles is hereby directed and required to register or note in the official 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, releases, and conveys, and all right and 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 hereby hereunto set her hand and seal this 26th day of June 1978

Monesther Hicks

Illinois
STATE OF Cook County, in the State aforesaid, do hereby certify that
MONESTHER HICKS

is to be the same person whose name is subscribed to the foregoing instrument, and that he is duly qualified to act as a Notary Public in and for said County of Cook, Illinois.

delivered and acknowledged before me on this day in person and acknowledged that she is the person who signed, sealed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth, including the discharge of the right of homestead.

My commission expires 3/4/82

American National Bank and Trust Company of Chicago 454 W. 125th Place, Chicago, Illinois
Box 221 For information only insert street address of above described property.

END OF RECORDED DOCUMENT