

UNOFFICIAL COPY

DEED IN TRUST

24 774 384

COOK CO. NO. 016

Form 191 Rev. 11-77

The above space for recorder's use only

0 8 9 5 8 3

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, **ARNOLD ALMER and BONNIE LEE ALMER, his wife, and MELVIN SODERSTROM and JOANNE SODERSTROM, his wife** 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 and Warranty 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 **23rd** day of **October 19 78**, and known as Trust Number **45099** the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

Lots two thousand six hundred ninety-four (2694) and two thousand six hundred ninety-five (2695) in F. H. Bartlett's Greater Chicago Subdivision No. 6 of the East Quarter of the North East Quarter of the South West Quarter of Section Fifteen (15), Township Thirty-seven (37) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

10.00

This instrument was prepared by: **Thomas J. McDonough**, 10540 S. Western Ave., Chicago, Illinois 60643

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 parks, streets, highways or alleys to vacate any subdivision of the same, or to subdivide said 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 to such successor or successors a 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 the present or in the future, and on any terms and for any period or periods of time, not exceeding in the case of any such lease the term of 10 years, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the case of any such lease the term of 10 years, and to make, change or modify leases 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 real estate and to contract to make 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 encumbrance 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 herein 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 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, 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 Deeds of said County, relying upon or claiming under any such conveyance or deed, or 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 and amendments thereof, and binding upon the beneficiaries thereunder, (c) 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 (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 his, 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 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 the name of the donee 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 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 available for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be bound by 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 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 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, accordance with the statute in such case made and provided.

And the said grantor **S** hereby expressly waives . . . and release . . . 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 **S** aforesaid have hereunto set their hands and seals this **3rd** day of **November**, 19**78**.

Arnold Almer [SEAL] **Melvin Soderstrom** [SEAL]
Bonnie Lee Almer [SEAL] **Joanne Soderstrom** [SEAL]

STATE OF **Illinois**) I, _____, a Notary Public in and for said County of **Cook**) ss. County, in the State aforesaid, do hereby certify that **ARNOLD ALMER and BONNIE LEE ALMER, his wife, and MELVIN SODERSTROM and JOANNE SODERSTROM, his wife,**

personally known to me (in his/her) same person **S** whose name **S** subscribed to the foregoing instrument, appeared before me and acknowledged that **they** signed, sealed and delivered the said instrument of their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their rights and interests in and to the above described real estate.

GIVEN under my hand and seal this **11th** day of **December**, A.D., 19**78**.

My commission expires **1/29**

American National Bank and Trust Company of Chicago 10756-58 S. King Drive Chicago, Illinois 60628

Box 221 For information only insert street address of above described property

630650
66-71-4222
25-15-807-035

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
24 774 384

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

DEC 21 '78 12:44 PM
CLERK OF COOK COUNTY
J. J. ...

William R. Allen
RECORDED FOR RECORD

*24774384

Property of Cook County Clerk's Office

NO. OF RECORDED DOCUMENT