

DEED IN TRUST

24 782 681

12.00

Form 191 Rev. 11-71

The above space for recorder's use only

AMN # 122269 U3
Box 15

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **Bernard A. Heery, a bachelor**, of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and no/100s** Dollars (\$**10.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto **THE NORTH SHORE NATIONAL BANK OF CHICAGO**, a national banking association whose address is **223 W. Wacker Drive, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated **7th** day of **August**, **19 78**, and known as Trust Number **133**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

(see attached legal description)

COOK COUNTY, ILLINOIS
FILED FOR RECORD
DEC 29 '78 9 00 AM

Bernard A. Heery
RECORDS OF DEEDS
*24782681

This deed prepared by **Nathaniel I. Grey, 11 S. LaSalle Street, Chicago, Illinois**. 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 or part thereof, and to subordinate 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 succeed as executor or administrator in trust and to grant to such executor or successor in trust all of the title, estate, powers, authorities, rights and interests 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, to lease to commence in the future, to contract to make leases and to grant, to lease and options to renew leases and options to renew, to lease and options to terminate 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 to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to subdivide said real estate, or any part thereof, for other real or personal property, to grant easements or charges, any kind, to release, convey or assign and 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, in ways 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 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 be obliged to see that the terms of this trust have been complied with or be obligated to inquire into the authority, regularity or expediency of any act of said Trustee, or be obliged or entitled to inquire into 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 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 trust conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) 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 (d) if the conveyance in trust, was 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 him, 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 or by the estate of any of its 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 thereof, or for injury to person or property happening in or about said real estate, and that 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 him in the same of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, 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 whatsoever with respect to any successor or successors in trust, fee simple in and to all of the real estate above described.

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 therefrom as aforesaid, the intention hereby 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 case of sale 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 provisions of 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, **aforsaid** has hereunto set his hand and seal this **17th** day of **August**, **19 78**
Bernard A. Heery

STATE OF **Illinois**, I, **Edith W. Walsowksi**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Bernard A. Heery** is a bachelor.

personally known to me to be the same person whose name is **is** subscribed to the foregoing instrument, and that he appeared before me this day in person and acknowledged that he delivered the said instrument as his free and voluntary act, for the uses and purposes therein expressed, and that he released and waived the right of homestead.

GIVEN under my hand and notarial seal this **17th** day of **August**
Edith W. Walsowksi
Notary Public

My commission expires **July 19, 1982**

Mail to: **Nathaniel I. Grey, 11 S. LaSalle Str. Chicago, Illinois 60603**

15-17 East Elm Street, 1127-1135 North Rush Street & 14 East Cedar Street, Chicago, Illinois
For information only insert street address of above described property.

Exempt under Section 1004 Paragraph (e) of Chapter 120 Illinois Revised Statutes
Bernard A. Heery

This space for affixing Rubens and Revenue Stamp
Exempt under Section 200.1/2 Paragraph 6 (e) of the Chicago Transaction Tax Ordinance
Bernard A. Heery

Document Number **24 782 681**

UNOFFICIAL COPY

PARCEL 1:

The North 5 feet of the Easterly 72.6 feet of Lot 2 and the North 5 feet of the part of Lot 8 in Assessor's Division of Block 2 in Canal Trustees Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, which lies West of the East line of Lot 10 in Healy's Subdivision of Lot 1 and the North half of Lot 11 and part of Lot 10 in said Assessor's Division, extends South.

PARCEL 2:

That part of Lot 1 in Seymour's Subdivision of part of Out-Lot 2 and the North 2.6 feet of Lot 3 in Assessor's Division of Out-Lot 2 in the Canal Trustee Subdivision of the South Fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, which lies West of a North and South line established as follows: Commencing at a point on the North line of Lot 6 in said Assessor's Division 12 feet 9 13/16 inches West of the Northeast corner of said Lot 6 and running thence North at Right Angles to the North line of Cedar Street to the North Line of said Out-Lot 2 (except the Westerly 12 feet of the North 7 feet of that part of Lot 1 aforesaid).

PARCEL 3:

That part of Out-Lot 2 (except the North 5 feet thereof) in Assessor's Division aforesaid, which lies East of the East line of Lot 1 in Seymour's Subdivision aforesaid and West of a North and South line established as follows: Commencing at a point on the North line of Lot 6 in said Assessor's Division 12 feet 9 13/16 inches West of the Northeast corner of said Lot 6 and running thence North at Right Angles to the North line of Cedar Street to the North line of said Out-Lot 2.

PARCEL 4:

Those parts of Lots 5 and 6 in Assessor's Division aforesaid, which lie West of a North and South line established as follows: Commencing at a point on the North line of said Lot 6, 12 feet 9 13/16 inches West of the Northeast corner of said Lot 6, thence South at Right Angles to the North line of Cedar Street a distance of 14 feet 11 3/16 inches, and then Southerly from said point by a straight line to a point on the North line of Cedar Street 4 feet 8 3/8 inches West of the South west corner of said Lot 6.

PARCEL 5:

Lot 2 in Seymour's Subdivision of the Westerly 184 feet of Lot 2 and the North 2.6 feet of Lot 3 in the Assessor's Division of Block 2 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South Fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 6:

Lot 3 (except that part conveyed to the City of Chicago by Document 12,474,203), in Healy's Subdivision of Lot 1 and the North Half of Lot 11 and part of Lot 10 in the Assessor's Division of Block 2 in the Canal Trustee's Subdivision of the South Fractional quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 7:

Lots 4 and 5 in Healy's Subdivision of Lot 1 and the North half of Lot 11 and part of Lot 10 in the Assessor's Division of Block 2 in Canal Trustees Subdivision of the South Fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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Office