

DEED IN TRUST

24 806 943

Form 191 Rev. 11-71

The above space for recorder's use only

1/27/79

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, ARTHUR C. JOHNSON and MARILYN J. JOHNSON, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant 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 4th day of December 1978, and known as Trust Number 45385, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 43 in Dempster Garden L Terminal Subdivision of part of Lot 1 in Circuit Court partition of Lots 2 and 3 in County Clerk's Division of the East 1/2 of the North East 1/4 of Section 19 and all of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; special taxes or assessments for improvements not yet completed; installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; general taxes for the year 1978 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1979 and to acts of purchaser.

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, exempt, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to trust, any subdivision or part thereof, and to resubdivide said real estate as aforesaid, to contract to sell or grant options to purchase, to sell or lease or 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, power and authorities vested in said Trustee, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in possession or in future, and upon any terms and for any period or periods of time, and according to the case of any single devise the term of 199 years, and to renew any such lease or 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 reversion and to assign or assign the management of the trust to any person or persons, to purchase 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 to the 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 whose 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, real 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 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, 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 any assignee of title 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 contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver the deed, trust 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 the Trustee or his or their predecessors in trust.

This conveyance is made upon the express understanding and conditions that said American National Bank and Trust Company of Chicago, individually or as Trustee, or its successor or successors in trust shall incur no personal liability or be bound 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 its provisions of this Deed or said Trust Agreement or any amendment thereto, or for failure to perform or property happening 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 beneficiary under said Trust Agreement as they are situated in fact, and 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 such contract, obligation or indebtedness except only to the trust property and funds in the actual possession of it) and the condition shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever shall be charged with notice of the 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, 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 earnings, profits and proceeds thereof as aforesaid, the inclusion 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 authorized and is required 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 a similar import in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive, release, defend and hold harmless, and all right or benefit to or on account of or virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hand and seal this 2nd day of January 1979.

Marilyn J. Johnson [Signature] [Seal]
Arthur C. Johnson [Signature] [Seal]

STATE OF ILLINOIS } I, DARLENE I. LARIMORE, a Notary Public in and for said
COUNTY OF Cook } County, in the State aforesaid, do hereby certify that ARTHUR C. JOHNSON
and MARILYN J. JOHNSON, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act, for the uses and purposes therein expressed, the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 2nd day of January 1979.

My commission expires August 20, 1980
This instrument prepared by: American National Bank and Trust Company of Chicago
Box 221
CARL N. GRAF, JR. Attorney at Law
6032 LINCOLN AVENUE
MORTON GROVE, IL 60053
8632 Major, Morton Grove, IL
For information only insert street address of above described property.

6639970

WALTON: ROYMAN MCDANISKY & ASSOCIATES, LTD.
180 N. LA SALLE ST., CHICAGO, ILL. 60602

COOK CO. NO. 016
52917
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
77.00

10.00

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24 800 943

END OF RECORDED DOCUMENT