

# UNOFFICIAL COPY

## DEED IN TRUST

24 809 627

10.00

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, RICHARD LUMPKINS and EILEEN LUMPKINS, 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 26th day of December 1978, and known as Trust Number 45411 the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 2, 3 and 4 (except that part taken or used for street purposes) in Block 1 in Peter J. O'Reilly's East Breffni Subdivision of the North East quarter of the South East quarter of the South East quarter of Section 15 Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

COOK COUNTY, ILL. IN 15  
FILED FOR RECORD

JAN 22 '79 10 41 AM

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Subject to: Taxes for 1978, 1979, and subsequent years; Covenants, conditions and restrictions of record; Easements; Existing leases and tenancies.

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trust, 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, repair, 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 subdivide 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 to return to trust and to grant to such successor or successors in trust all of the title, 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 or otherwise dispose of said real estate, from time to time, in possession or reversion, by leases 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 100 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, in contract to make lease, 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 manner of division of 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 make easements or changes 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 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, mortgaged or otherwise encumbered 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 held liable to inquire into the validity or propriety of any act of said Trustee, or be subject 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 the Beneficiary 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 thereto, if any, and binding upon all beneficiaries of said trust, 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 (c) 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and recollection 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 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 waived and released; and, contrary, 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 attorneys-in-fact, hereby irrevocably authorized for such purposes, or, at the option 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 incurred as far as the trust powers and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whosoever and 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 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 income, 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 aforesaid.

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 in the certificate (title or duplicate there of, 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 grantors hereby expressly waive, 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 grantors aforesaid have hereunto set their hand and seal, this 2nd day of January, 1979.

*Richard Lumpkins* (SEAL) *Eileen Lumpkins* (SEAL)  
(Richard Lumpkins) (Eileen Lumpkins)

STATE OF Illinois, I, *Russell B. Pauls*, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Richard Lumpkins and Eileen Lumpkins, his wife,

are the same person whose names are subscribed to the foregoing instrument, they in person and acknowledged that they are signed, sealed and set as their free and voluntary act, for the uses and purposes therein set forth, including the right of homestead, and notarial seal this 12th day of January, A.D., 1979.

*Russell B. Pauls* Notary Public  
March 11, 1979

This Instrument was prepared by Attorney Luella B. Pauls, 5740 W. 63rd St., Chicago, Ill. 60638.  
American National Bank and Trust Company of Chicago.  
MAIL TO: Laura Gerard Box 221  
30 N. LaSalle St., Suite 2900  
Chicago, IL 60602  
6100 South Pulaski, Chicago, Illinois  
For information only insert street address of above described property. BOX 533

STATE OF ILLINOIS  
REAL ESTATE TRANSACTIONS TAX  
REVENUE  
1979

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
11501

Document Number  
24 809 627

RECORDED DOCUMENT