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DEED IN TRUST

24842881

Form 191 Rev. 11-71

1979 FEB 13 AM 9 47

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS HUI-HSIEN BERT YEN and SU-MEI YEN, his wife of the County of Cook 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 7th day of February 1979, and known as Trust Number 45795, the following described real estate in the County of Cook and State of Illinois, to wit:

10.00

A LEGAL DESCRIPTION RIDER IS ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL 1:

That part of the West 220.98 feet of the East 1194.09 feet (both as measured along the South line) of the South East 1/4 of fractional Section 10, Township 41 North, Range 12, East of the Third Principal Meridian, lying South of a line drawn at right angles to the West line of said East 1194.09 feet of the South East 1/4 of Section 10, 715.25 feet North of the South line of the South East 1/4 of Section 10, (excepting from said tract the West 55.11 feet thereof and excepting the North 561.25 feet thereof and excepting the South 40 feet of the North 601.25 feet of the East 109.0 feet thereof and excepting the South 50 feet taken for road) in Cook County, Illinois.

PARCEL 2:

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Easement as established in Declaration of Easement dated September 28, 1967 and recorded September 29, 1967 as document number 20275873 and amended by instrument dated December 15, 1967 and recorded December 18, 1967 as document 20356696 made by LaSalle National Bank, as Trustee under Trust Agreement dated September 1, 1964 and known as trust number 31574 and as created by deed from Citizens Bank number L-1000 to Robert W. Reninger and Barbara A. Reninger, his wife, dated December 1, 1967 and recorded January 12, 1968 as document number 20377868 for the benefit of Parcel 1 aforesaid for ingress and egress, in Cook County, Illinois.

Recorder's Office



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This instrument was prepared by Ronald L. Parkas 77 W. Washington Street Chicago, Illinois 60602

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 land thereon, and to resubdivide 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, to the full of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease, to convey, to 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 present or in future, on 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 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 contract to sell, the number of flats 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 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 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 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 the Registrar of Titles 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 a 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 terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee or any successor in trust, was duly authorized and empowered in execute and deliver every such 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 has, 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 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 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 appointed for such purpose or at the direction 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 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 whomsoever 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 to be 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 in interest in earnings, 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 above described.

If the title to any of the above real estate is now or heretofore 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, in accordance with the statute in 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 of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S aforesaid have hereunto set their hands and

seal S this 7th day of February 1979
HUI-HSIEN BERT YEN (SEAL) SU-MEI YEN (SEAL)

STATE OF ILLINOIS)
County of COOK)
I, Marvin E. Ginsburg a Notary Public in and for said County, in the State aforesaid, do hereby certify that HUI-HSIEN BERT YEN and SU-MEI YEN, his wife

personally known to me to be the same person S whose name s are s subscribed to the foregoing instrument, appeared before me, this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 7th day of February A.D. 1979
Marvin E. Ginsburg Notary Public

My commission expires September 11, 1979

American National Bank and Trust Company of Chicago
Box 221

9600 Golf Road, Des Plaines, Illinois
For information only insert street address of above described property.

24842867
24842881
Notary Public
Section 4
Revenue Stamp

END OF RECORDED DOCUMENT