

# UNOFFICIAL COPY

## DEED IN TRUST

24869114

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The above space for recorder's use only

Form 191 Rev. 11-71

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, William Howard Beasley, III, married to Jean Childers Beasley 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 Quit Claims and Waiver 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 5th day of February 19 79, and known as Trust Number 45767 the following described real estate in the County of Cook and State of Illinois, to wit:

SEE EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART HEREOF

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TO HAVE AND TO HOLD the said real estate with the appurtenances thereon, 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 in trust or any subdivision or part thereof, and to lease 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 successors in trust and to grant to such successor or successors in 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 lease to commence in present or in 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 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, in 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 contract respecting the manner of fixing the amount of present or future rentals, in partition or in 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 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, 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 deed or of any agreement or amendment thereto, or of any 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 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 binding upon all beneficiaries thereof, 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 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 in or by or for 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 in the name of the then beneficiary under said Trust Agreement and their attorney-in-fact, hereby irrevocably appointed for such purposes, 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 applicable for the payment and discharge thereof. All persons and corporations whatsoever 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, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be several 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 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 hereby directed not to register or note in its 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, and waives, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for extension or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal this 5th day of February 19 79.  
William Howard Beasley, III [SEAL] Jean Childers Beasley [SEAL]  
William Howard Beasley, III [SEAL] Jean Childers Beasley executes this deed solely to release and waive any and all [SEAL]

Rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and any and all marital rights DELLAN M. GRAVES a Notary Public in and for said State of Illinois, County of Cook, in the State aforesaid, do hereby certify that William Howard Beasley, III and Jean Childers Beasley, husband and wife

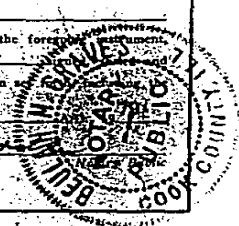
personally known to me to be the same person S whose name S are they subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that their delivered the said instrument as their free and voluntary act, for the uses and purposes therein release and waiver of the right of homestead.  
GIVEN under my hand and notarial seal this 19th day of February 19 79.  
Dellan M. Graves  
My commission expires June 1, 1982

American National Bank and Trust Company of Chicago  
Box 229 65 W. Burton, Chicago, Ill.  
Prepared by Robert J. Maganuco, Sidley & Austin, One First National Plaza, Chicago, Ill.

Exempt under provisions of paragraph 4 of Section 4, of the Real Estate Transfer Tax Act. Dated this 5th day of February, 19 79.  
Matthew A. O'Leary  
Signature of Buyer-Seller or Agent

This space for affixing filer's and Revenue Stamp

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EXHIBIT A

PARCEL 1:  
LOT 2 IN THE SUBDIVISION OF LOTS 43, 46, AND 47 IN BURTON'S  
SUBDIVISION OF BLOCK 14 IN BRONSON'S ADDITION TO CHICAGO IN  
SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:  
THAT PART OF THE 3 FOOT PRIVATE ALLEY NORTH AND ABUTTING LOT  
42 IN BURTON'S SUBDIVISION OF THE NORTH PART OF LOT 14 IN  
BRONSON'S ADDITION TO CHICAGO, IN THE NORTH EAST 1/4 OF  
SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWARD EXTENSION  
OF THE EAST LINE AND LYING EAST OF THE SOUTHWARD EXTENSION  
OF THE WEST LINE OF LOT 2 IN THE SUBDIVISION OF LOTS 43, 46,  
AND 47 IN BURTON'S SUBDIVISION OF LOT 14 IN BRONSON'S  
ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE  
14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS

PARCEL 3:  
A PARCEL OF LAND IN LOT 6 OF CHICAGO LAND CLEARANCE COMMISSION  
NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND  
VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN  
RESUBDIVISION ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP  
39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID  
PARCEL OF LAND LYING NORTH OF A LINE ACROSS SAID LOT 6  
DESCRIBED AS FOLLOWS: THE EAST END OF THE FOREMENTIONED  
LINE BEING 25.0 FEET SOUTH OF THE NORTH EAST CORNER OF SAID  
LOT 6 AND 431.435 FEET NORTH OF THE SOUTH EAST CORNER OF LOT  
8 IN SAID CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, AND THE  
WEST END OF THE AFOREMENTIONED LINE BEING 100.76 FEET SOUTH OF  
THE NORTH WEST CORNER OF SAID LOT 6, AND 431.31 FEET NORTH OF  
THE SOUTH WEST CORNER OF SAID LOT 8 SAID PARCEL OF LAND LYING  
WEST OF THE SOUTHWARD EXTENSION OF THE EAST LINE, AND LYING  
EAST OF THE SOUTHWARD EXTENSION OF THE WEST LINE OF LOT 2 IN  
THE SUBDIVISION OF LOTS 43, 46, and 47 IN BURTON'S SUBDIVISION  
OF LOT 14 IN SAID BRONSON'S ADDITION TO CHICAGO, IN COOK COUNTY,  
ILLINOIS

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**END OF RECORDED DOCUMENT**