

UNOFFICIAL COPY

DEED IN TRUST

Form 191 Rev. 11-71

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The above space for recorder's use only

COOK COUNTY CLERK

THIS INDENTURE WITNESSETH, THAT THE GRANTOR Ruth G. Levy, a widow not since remarried, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no one-hundredths Dollars (\$10.00),

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 8th day of February 19 79, and known as Trust Number 45984, the following described real estate in the County of Cook and State of Illinois, to wit:

The south 25 feet of Lot 10 and Lots 11 and 12 (except that part of said Lot 12 lying southeasterly of a straight line which extends from a point on the east line of Lot 12 which point is 17 feet south of the northeast corner of said Lot 12 to a point in the south line of Lot 12 which point is 6 feet east of the southwest corner of said Lot 12) in Block 7 in Cochran's addition to Edgewater, being a subdivision of the south 1946 feet of the west 1320 feet of the east fractional half of Section 5, Township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY
Francine G. Rissman

of LIEBERMAN, LEVY, BARON & ST.
150 N WACKER DR., CHICAGO, IL.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

10.00

Full power and authority is hereby granted to said Trustee to improve, manage, lease, 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 reimburse 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, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease or otherwise encumber said real estate, or any part thereof, to lease, sell, or to convey any part thereof from time to time, in possession or reversion, by leases 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 lease the term of years, and in the case of any lease to extend beyond the term of years, 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 or 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 to partition or exchange said real estate, or any part thereof, for other real or personal property, in kind, in kind, or in kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and in doing so to hold 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 so held to see in 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 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 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 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 provisions contained in this Indenture and said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 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 his, 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 payment by or for any of 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 by it in the name of the then beneficiary 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 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 or 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, assets and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal, proper, 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 earnings 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 the certificate 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 this 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, aforesaid, has hereunto set her hand and seal this 8th day of February, 19 79

[SEAL] Ruth G. Levy [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS)
COUNTY OF COOK)
I, Francine G. Rissman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ruth G. Levy

personally known to me to be the same person, whose name is her, appeared before me this day in person and acknowledged that she executed the foregoing instrument, signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes hereunto set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 8th day of February, 19 79

My commission expires February 21, 1999
Notary Public

American National Bank and Trust Company of Chicago
Box ~~221~~ 900

5600 North Sheridan, Chicago
For information only insert street address of above described property.

This deed is exempt from the Illinois Real Estate Transfer Tax Act pursuant to Section 4(e) thereof and Section 200-1-2 B6 of the Chicago Transaction Tax Ordinance. Francine G. Rissman Representative Date 2/8/79

24876745
COOK COUNTY CLERK

END OF RECORDED DOCUMENT