

# UNOFFICIAL COPY

## DEED IN TRUST

24 886 555

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, RUTH G. LEVY, a widow and not remarried 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 transfer unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking institution whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 16th day of March 1979, and known as Trust Number 46052, the following described real estate in the County of Cook and State of Illinois, to wit:

LOTS 16, 17 AND 18 IN BLOCK 1 IN MARTHE'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 (EXCEPT THE NORTH 33 FEET THEREOF DEDICATED FOR STREET) OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10.00

Grantor hereby assigns her interest as contract seller to grantee in installment contract recorded as document no. 22833031. ALL SUBJECT TO ALL MATTERS OF RECORD.

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, lease, subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or part thereof, 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 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, 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 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 demise the term of 155 years, and to renew or extend such 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 contract respecting the manner of filing the same, to present or future rentals, to purchase or to exchange said real estate, or any part thereof, for other real or personal property, to grant, convey or charge 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, or other similar to or directly 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 on it or relying 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 hereunder, 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) that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are dealing 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 any amount due by or to or 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, and all such liabilities 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 or by any one of the then beneficiaries 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 and discharge thereof). All present and corporate taxes 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 solely 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, proper and non-beneficiary hereunder. Title in interest shall vest in the beneficiaries in the manner herein provided, but no beneficiary shall be bound by the provisions of this Deed or said Trust Agreement, or any amendment thereto, 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 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 provisions of 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 or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 16th day of March 1979.

Elizabeth G. Levy

STATE OF Illinois, I Elizabeth G. Coronado, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Ruth G. Levy, a widow and not remarried

personally known to me to be the same person whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, with full understanding of the contents and effect thereof, and release and waiver of the right of homestead.

GIVEN under my hand and seal this 20th day of March 1979.

My commission expires June 23 1979

American National Bank and Trust Company of Chicago 4828 W. Division

Box 221 Box 900 For information only insert street address of above described property.

Exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act.

66-48-033-N

THIS INSTRUMENT WAS PREPARED BY Melbert & DeChoroby OF LEONARD, LEVY, BARRY & STONE LTD. 150 N. WICKER DR., CHICAGO, ILL. 60606

THIS SPACE FOR AFFIXING STICKER AND REVENUE STAMPS

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSACTION TAX ORDINANCE BY PARAGRAPH (S) OF SECTION 200.1-285 OF SAID ORDINANCE.



UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*William A. Wilson*  
RECORDER OF DEEDS

MAR 21 '79 10 44 AM

\*24886555

100 W WACKER DR, CHICAGO, IL  
60601-1000 TEL: 312-567-1000

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60601-1000 TEL: 312-567-1000

Property of Cook County Clerk's Office

**END OF RECORDED DOCUMENT**