

UNOFFICIAL COPY

DEED IN TRUST

24928012

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Richard Zell and Faith Zell, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten 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 9th day of March 19 79, and known as Trust Number 45722 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 10 and the East 25 feet of Lot 9 in Hiawatha Trail a Subdivision of part of the South West quarter of Section 12, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 12 W. Hiawatha, Mt. Prospect, Illinois.

Exempt under provisions of Paragraph E, Section 40 Real Estate Transfer Tax Act.

4-20-79
Date

Steven Johnson
Buyer, Trustee or Representative

STEVEN JOHNSON &
180 N. LA SALLE ST
CHICAGO, ILL. SUITE 2517

24928012

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 acquire, manage, protect and subordinate all real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to relinquish said real estate or any part thereof as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to lease 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 dedicate, 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 the 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 99 years, and to renew or extend leases upon any terms and for any period or periods of time, 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 to contract to renew leases and options to purchase the whole or any part of the premises, and to contract restricting the manner of fitting 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 receive, convey or assign any right, title or interest in or out of, or acquired subsequent to said real estate or any part thereof, and to deal with said real estate and any 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 such to be 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 income hereunder 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 transferee, mortgagee, lessee or other instrument 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 by said Trust Agreement or in all amendments thereto; and (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and that the conveyance is made to a successor or successors in trust, that said successor or successors in trust have been properly appointed and are fully vested with all the title, rights, powers, authorities, duties and obligations of its his or their predecessor in trust.

This conveyance is made upon the express covenants 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 do or its or their agents or attorneys may do or omit to do in or about the said real estate or other the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property resulting in or about said real estate, 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 its then representative under said Trust Agreement as their attorney-in-fact hereby irrevocably stipulated for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and for individuals said the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only insofar 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, assets and proceeds arising from the sale of any other disposition of said real estate, and such interest to be paid quarterly, 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, assets 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 restricted, the Registrar of Titles is hereby directed not to register or make 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 grantors hereby expressly waive, release, and release, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for vacation of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set hand and seal this _____ day of _____, 19____.

Richard Zell [SEAL] Faith Zell [SEAL]

STATE OF Illinois James K. Kilduff, a Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Richard Zell and Faith Zell

personally known to me to be the same persons whose names 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 19th day of April, 1979

My commission expires December 3, 1980

American National Bank and Trust Company of Chicago
Box 221

For information only insert street address of above described property.

This space for mixing Riders and Revenue Stamps

OFFICE

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Document Number

END OF RECORDED DOCUMENT