

# UNOFFICIAL COPY

## DEED IN TRUST

Form 191 Rev. 11-71

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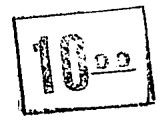
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65-24-6316 Book 57102

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, **John Lewis, and Nidia M. Lewis** 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 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 **21st** day of **June** 19 **77**, and known as Trust Number **40758**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

**Lot 24 in Fenenga Brothers and Company's 104th St. Bellevue Addition to Roseland, being a subdivision of the North 161 feet of the East 974 .90 feet of the West 1139.90 feet of Lot 11 in School Trustee's Subdivision in Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.**



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 and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivisions or part thereof, and to transact 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, 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 lease the term of 100 years, and to renew or extend leases upon any terms and for any term of time and amount, change or modify any lease, and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant out lots to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract regarding the manner of fixing 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, to 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, neither 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 the 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, and that at the time of the delivery thereof the trust created by this Indenture and of said Trust Agreement, in full force and effect, and 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 thereto, if any, and binding upon all beneficiaries hereunder, and that the 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 that 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 invested 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, civil or criminal, or any of 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 failure to perform or property happening in or about said real estate, any and all such liability being hereby waived and released, and no contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into or incurred in the name of the then beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably assigned 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 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 or any other disposition of said real estate, and such interest is hereby declared to be present 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, 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 registered, the Registrar of Titles is hereby directed not to register or sale in the public office title or subdivision hereof or hereafter, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the terms of this deed and provided.

And the said grantor hereby expressly waives, releases and discharges, 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 has **ve** hereunto set **their** hand, **S** on this **3d** day of **August** 19 **77**.

*John Lewis* [REAL] [SEAL]  
*Nidia M. Lewis* [REAL] [SEAL]  
 Nidia M. Lewis by *John Lewis* [REAL] [SEAL]

STATE OF **Illinois** )  
 ) I, **John Lewis**, a Notary Public in and for said  
 COUNTY OF **Cook** )  
 do hereby certify that **Nidia M. Lewis**, by **John Lewis** *president to her power of attorney*

**S** and **S** are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as release and waiver of right of homestead.

GIVEN under my hand and notarial seal this **12th** day of **August** A.D. 19 **77**.

*Joseph P. Pasquari* Notary Public  
 My Commission Expires September 10, 1978

American National Bank and Trust Company of Chicago  
 Box 221  
 545 W. 104th St.  
 Chicago, IL 60628  
 For information only insert street address of above described property.

Document Number 4 080 984  
 1985  
 This space is for Recording Rules and Revenue Stamp

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ILLINOIS  
PUBLIC RECORDS  
AUG 29 1 43 PM '77

*Elly K...*  
RECORDER OF DEEDS  
\*24080984

*Susie Finister  
545 W 104th  
Chicago*

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT