

UNOFFICIAL COPY

DEED IN TRUST

62-77-779 C

24 092 340

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **HOWARD NATIONAL CORPORATION**, a corporation created and existing under and by virtue of the laws of the State of Illinois and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), pursuant to authority given by the Board of Directors of said corporation, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 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 12th day of AUGUST 1977, and known as Trust Number 41116 the following described real estate in the County of COOK and State of Illinois, to wit:

Lots 2 to 10 inclusive in Field Club addition to LaGrange Park, being a subdivision of the East 10 acres of the South 30 acres of the West 1/2 of the North East 1/4 of Section 28, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

TO HAVE AND TO HOLD the said real estate with the covenants, 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 to public use and jurisdiction or otherwise, and to revest 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, in power, 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 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, to purchase, 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 real estate, and to contract in the manner of fixing the amount of future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to execute assignments 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 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 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 prohibited to incur 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 Title of said county) relying upon or claiming under any such mortgage, lease or other instrument, (a) that at the time of the delivery thereof the 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 thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered in exercise and fulfilment of 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 duly appointed and are fully vested with all the 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 anything it or they or 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 Indenture 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 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 three beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably authorized for such purpose, 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 whatsoever in 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 available for the payment and 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, profits and proceeds accruing from the sale or any other disposition of said real estate, and such interest shall be declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only a personal interest in earnings, profits and proceeds thereof as aforesaid, the interest hereunder being in trust in said American National Bank and Trust Company of Chicago, and 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 statute in such case made and provided.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its John Karris President, and attested by its Joel Lebowitz Secretary, this 17th day of AUGUST, 1977.



HOWARD NATIONAL CORPORATION
(NAME OF CORPORATION)
BY John Karris PRESIDENT
ATTEST: Joel Lebowitz SECRETARY

STATE OF ILLINOIS }
County of COOK } ss. I, Richard E. Nathan, Assistant Vice President of the HOWARD NATIONAL CORPORATION and Joel Lebowitz, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 30 day of August, 1977
Richard E. Nathan NOTARY PUBLIC

American National Bank and Trust Company of Chicago
Box 221

For information only insert street address of above described property.

THIS DOCUMENT PREPARED BY AND TO BE RETURNED TO:
RICHARD E. NATHAN
69 W. WASHINGTON
CHICAGO, ILLINOIS 60602

24 092 340

62-77-779 C

00

THIS INSTRUMENT DRAFTED BY:
Richard E. Nathan
69 W. Washington
Chicago, Illinois
DATE: 8/17/77

UNOFFICIAL COPY

STATE OF ILLINOIS
FILED FOR RECORD
SEP 6 2 49 PM '77

Edward R. Hill
RECORDER OF DEEDS
*24092340

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT