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DEED IN TRUST

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Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **BLANCHE KIRIAN, a spinster,** of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and no/100ths** Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrants upon **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 **September 14, 1977**, and known as Trust Number **41254**, the following described real estate in the County of **COOK**, and State of **Illinois**, to wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

prepared by:
Stuart Levine atty
 137 No. LaSalle
 Chicago, Ill. 60602 Suite 408

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon 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 locate any subdivision or part thereof, and to redivide 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 contract to sell 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, for lease or to terminate in the present or in the 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, and 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 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 of any kind, to release, convey or make any right, title or interest in or about or encumbrance 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 any lease 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 the duties of the Trust created by this Indenture and by said Trust Agreement were in full force and effect, and that such conveyance or other instrument was executed in accordance with the trusts, conditions and liabilities contained in this Indenture and in said Trust Agreement and in all amendments thereto, if any, and binding upon all beneficiaries thereunder, 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 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 fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the Trust created by this Indenture.

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 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 the name of the then beneficiaries under said Trust Agreement as their attorneys-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 as 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interests 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, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal to each 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, avails 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 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 grantor hereby expressly waives, releases, and conveys, 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 **she** hereunto set **her** hand and seal, this **22nd** day of **November** 19**77**.

Blanche Kirian

STATE OF **ILLINOIS**)
 County of **Cook**)
 I, **Laura Hughes**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Blanche Kirian**

personally known to me to be the same person whose name **she** is 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, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this **22th** day of **NOVEMBER** A.D., 19 **77**.

Laura Hughes Notary Public

My commission expires

American National Bank and Trust Company of Chicago
 Box 221

Unit 3009
 777 N. Michigan Ave., Chicago, Ill. 60611
 For information only insert street address of above described property.

Section 4, Exempt under provisions of Paragraph 1 of Section 4, Real Estate Transfer Tax Act.
 Date: **Dec 5 1977**
 Representative: **D. Coley**
 Date: **Dec 5 1977**
 Representative: **D. Coley**

I #10 24133 2pgs RL

Dec 12 1977

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Part I #103433 249 RA

Property Clerk's Office

LEGAL DESCRIPTION

Unit No. 3009 as delineated on Survey of Lots 1 to 8, both inclusive, in Winston's Pine Street Subdivision of part of Block 54 in Kinzie's Addition to Chicago according to the map of said subdivision recorded March 18, 1890, in Book 42 of Plats, Page 4 as Document No. 1236447 in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and also: The North 8 feet of that part of Lot "A" in Lill's Chicago Brewery Company's Subdivision of Block 54 in Kinzie's Addition to Chicago aforesaid, which lies South of and adjoining the South line of said Lot 8 and West of the East line extended South of said Lots 1 to 8, both inclusive, in Winston's Pine Street Subdivision in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Amalgamated Trust and Savings Bank, as Trustee, under Trust Agreement dated June 15, 1977, and known as Trust No. 777, recorded in the office of the Recorder of Cook County, Illinois, as Document No. 24159127, together with an undivided .348% in the property described in said Declaration of Condominium aforesaid (excepting the units as defined and set forth in the said Declaration of Condominium and Survey), hereinafter "Property."

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ILLINOIS
RECORD
DEC 5 9 00 AM '77

William H. ...
RECORDED OF DEEDS
*24221489

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT