

DEED IN TRUST

24 256 151

Form 101 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/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 133 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 19th day of October 1977, and known as Trust Number 40777, 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.

EXEMPT UNDER PROVISIONS OF PARAGRAPH 5 SECTION 4, REAL ESTATE TRANSFER TAX ACT

12-5-77

DATE BUYER, SELLER OR REPRESENTATIVE

THIS INSTRUMENT WAS PREPARED BY: Michael C. Shelly 69 W. Washington St. Chicago, Illinois 60602

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, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to redivide said real estate or any part thereof, 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, to donate, to dedicate, to mortgage, to lease or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in succession or reversion, by leases to commence in the present or in the future, and 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 thereof, for other real or personal property, to grant easements 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 everything thereon 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 that 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 or into 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 in said county) 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 in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) 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 (d) 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 such title, 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, individual 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 in or they do in 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 instrument thereon, 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 it in the name of one or more 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 entered into 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 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, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby 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 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 in 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 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 of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal, this fifth (5th) day of December, 1977, Blanche Kirian

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

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she 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 5th day of December, A.D., 1977

My commission expires SEP 27 1978 Notary Public

American National Bank and Trust Company of Chicago

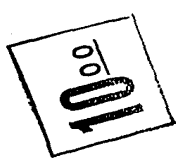
For information only insert street address of above described property.

BOX 533

This space for affixing Ritters and Revenue Stamps

24 256 151

65-37-714 U-C



Office

# UNOFFICIAL COPY

Ride containing legal description attached to and made a part of that certain Deed in Trust, Dated December 5, 1977, and between BLANCHE KIRIAN, a spinster and AMERICAN NATIONAL BANK Trust No. 40777.

PARCEL 1:

The South East 1/4 of the North East 1/4 of Section 7, Township 42 North, Range 10 East of the Third Principal Meridian Except East 12.33 chains thereof, in Cook County, Illinois.

also

PARCEL 2:

The North West 1/4 of the North East 1/4 of Section 7, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois

also

PARCEL 3:

The South West 1/4 of the North East 1/4 of Section 7, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

also

PARCEL 4:

The South 1/2 of Government Lot 1 of the North West 1/4 of Section 7, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

also

PARCEL 5:

That part of the North East 1/4 of the North East 1/4 of Section 7, Township 42 North, Range 10 East of the Third Principal Meridian lying Southwesterly of the Southwesterly line of the Chicago North West Railroad, all in Cook County, Illinois

UNOFFICIAL COPY

MAIL INDIAN  
FOR RECORD  
DEC 21 2 17 PM '77  
MR. MICHAEL SREGELY  
& DAUGHTER LTD.  
69 W. WASHINGTON ST.  
CHICAGO, ILL  
PO BOX 533

*William H. ...*  
RECORDER OF DEEDS  
\*24256151

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT