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DEED IN TRUST

Form 191 Rev. 11-71

24 279 983

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **JOYCE ANNE POLIVKA**, a single woman 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, Conveys and quitclaims unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association whose address is 73 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the **21st** day of **December** 1977, and known as Trust Number **41843**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

See Exhibit A attached hereto and made a part hereof.

11.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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 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, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to 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 leases 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 demise the term of 199 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 contract to make leases and to agree, 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 assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to do 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 in 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 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, (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 of other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement, and 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 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 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 or in the name of the then beneficiary 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 a given 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 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 24th day of December 1977

(seal) *Joyce Anne Polivka*
 (seal) **Joyce Anne Polivka**
 (seal)

STATE OF **Illinois** ss. I, **STEPHANIE LEATHERS**, Notary Public in and for said County of **Cook** County, in the State aforesaid, do hereby certify that **Joyce Anne Polivka**

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

GIVEN under my hand and seal this 27th day of December 1977

My commission expires **May 7, 1981**

Stephanie Leathers
 Notary Public
 PUBLIC

American National Bank and Trust Company of Chicago
 Box 221

For information only insert street address of above described property.

Exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act, Section 200.1.286 or under provisions of Paragraph 2, Section 200.1.4B of the Chicago Transaction Tax Ordinance.

Buyer, Seller or Representative
[Signature]

Date
 1/12/77

24 279 983

Prepared by **Stephen P. Knobel, Esq., Rosenfeld**
 and **Scharif, 55 East Monroe Street, Chicago, Illinois 60603**
 Buyer, Seller or Representative

Discriminator Number
 Date
 1/12/77

65664027M

16-24-220-030-000

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EXHIBIT "A"

PARCEL 1:

Those parts of Lots 11, 12 and 13 in Anna Price's Resubdivision of Lots 20 to 28, in Destabilis Resubdivision of part of Lot 9 and the North part of Lot 1 in Ogden's Resubdivision of the East 1/2 of the North East 1/4 of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of a line of Chicago and St. Charles Air Line Railroad described as follows: Commencing at a point in the North line of said Lot 11, which is 8/10th of a foot West of the North East corner thereof; thence South in a line which intersects the South line of said Lot 11 at a point 1.5 feet West of the South East corner of Lot 11, for a distance of 120.44 feet; thence West for a distance of 68.81 feet to a point in a line 30 feet East of and Parallel with the West line of Lot 14 of Anna Price's Resubdivision aforesaid; thence North in said parallel line, for a distance of 120.76 feet to a point of intersection with the North line of said Lot 13; thence East on the North line of said Lots for a distance of 69.20 feet to the place of beginning, in Cook County, Illinois.

PARCEL 2:

That part of Lots 11, 12, 13 and 14 taken as a tract described as follows: Commencing at the North West corner of said Lot 14; thence East along the North line of said Lots, 30.0 feet; thence South on a line 30.0 feet East of and parallel with the West line of said Lot 14, for a distance of 120.76 feet; thence East to a point which is 0.69 feet West of the East line of said Lot 11, and 120.44 feet South of the North line of said Lot (as measured parallel with said East Line); thence South to a point on the South line of said Lot 11, 0.59 feet West of the South East corner thereof; thence West along the South line of said lots to the South West corner of said Lot 14; thence North along the West line thereof to the point of beginning, all in Anna Price's Resubdivision of Lots 20 to 28, inclusive, in Destabile's Resubdivision of part of Lot 9 and North part of Lot 1 of Ogden's 1st Subdivision of the East 1/2 of the North East 1/4 of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the Line of the Chicago St. Charles Air Line Railroad in Cook County, Illinois.

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Richard H. Cook

RECORDER OF DEEDS

*24279983

ILLINOIS
FIELD RECORD

JAN 11 9 00 AM '78

Property of Cook County Clerk's Office

SEARCHED

END OF RECORDED DOCUMENT