

DEED IN TRUST

24 295 322

10.00

Form 911 Rev. 11-71

The above space for transferor's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Marilyn E. Sickman, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100TH Dollars (\$10.00)

has 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 5th day of January 1978, and known as Trust Number 41948, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 24 in Samuel S. Smith's Subdivision of the East 1/2 of Block 10 and of 186 21 in the West 1/2 of Block 10 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian.

Subject to general taxes for 1977 and subsequent years.

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, grant and include said real estate or any part thereof, to dedicate roads, streets, highways or alleys to locate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell in gross or to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof in a successor or successors in trust and to grant to such successor or successors in trust all the title, estate, powers and authorities vested in said Trustee, to lease, to dedicate to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to leave said real estate, or any part thereof, from time to time, in possession or reversion, to lease to commence 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 198 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 grant options to lease and options to renew leases and options to purchase the whole or any part of the premises 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 title, 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 should 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 moneys borrowed or advanced on said real estate, or be obliged to see that the terms of this deed or any deed hereunder or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to interfere in 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 claiming the benefit of Title of said county relying upon or claiming under any such conveyance, lease or other instrument, in 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, 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 and to all amendments thereof, if any, and binding upon all beneficiaries hereunder, and that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument, and all of the conveyance is made by 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 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 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 agreement hereunder, 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 then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in the name of the Trustee, 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 terms and conditions, covenants 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 in the earnings, profits and proceeds arising from the sale of 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, profits and proceeds thereof as aforesaid, the duration thereof being in trust in said American National Bank and Trust Company of Chicago the entire legal and equitable title, fee simple, to and in all of the real estate above described.

If the title to any of the above real estate is now or heretofore 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 S hereby expressly waives and releases, and all 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 have hereunto set their hand S and seal S this 5th day of January 1978

Richard M. Sickman
Marilyn E. Sickman

Notary Public in and for said County of Cook in the State aforesaid, do hereby certify that Richard M. Sickman and Marilyn E. Sickman, his wife

personally known to me the same person as above named and acknowledged that they are they subscribed to the foregoing instrument, free and voluntary act, for the uses and purposes therein set forth, including the release of any and all claims, legal or equitable, in or to said real estate as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the duration thereof being in trust in said American National Bank and Trust Company of Chicago the entire legal and equitable title, fee simple, to and in all of the real estate above described.

Notary Public
American National Bank and Trust Company of Chicago
610 Webster, Chicago, Illinois
Box 221

Vertical text on the left margin: DEED IN TRUST, Form 911 Rev. 11-71, 24 295 322, 10.00, THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Marilyn E. Sickman, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100TH Dollars (\$10.00) has 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 5th day of January 1978, and known as Trust Number 41948, the following described real estate in the County of Cook and State of Illinois, to wit: Lot 24 in Samuel S. Smith's Subdivision of the East 1/2 of Block 10 and of 186 21 in the West 1/2 of Block 10 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian. Subject to general taxes for 1977 and subsequent years. 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, grant and include said real estate or any part thereof, to dedicate roads, streets, highways or alleys to locate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell in gross or to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof in a successor or successors in trust and to grant to such successor or successors in trust all the title, estate, powers and authorities vested in said Trustee, to lease, to dedicate to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to leave said real estate, or any part thereof, from time to time, in possession or reversion, to lease to commence 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 198 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 grant options to lease and options to renew leases and options to purchase the whole or any part of the premises 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 title, 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 should 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 moneys borrowed or advanced on said real estate, or be obliged to see that the terms of this deed or any deed hereunder or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to interfere in 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 claiming the benefit of Title of said county relying upon or claiming under any such conveyance, lease or other instrument, in 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, 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 and to all amendments thereof, if any, and binding upon all beneficiaries hereunder, and that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument, and all of the conveyance is made by 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 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 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 agreement hereunder, 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 then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in the name of the Trustee, 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 terms and conditions, covenants 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 in the earnings, profits and proceeds arising from the sale of 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, profits and proceeds thereof as aforesaid, the duration thereof being in trust in said American National Bank and Trust Company of Chicago the entire legal and equitable title, fee simple, to and in all of the real estate above described. If the title to any of the above real estate is now or heretofore 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 S hereby expressly waives and releases, and all 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 have hereunto set their hand S and seal S this 5th day of January 1978 Richard M. Sickman Marilyn E. Sickman Notary Public in and for said County of Cook in the State aforesaid, do hereby certify that Richard M. Sickman and Marilyn E. Sickman, his wife personally known to me the same person as above named and acknowledged that they are they subscribed to the foregoing instrument, free and voluntary act, for the uses and purposes therein set forth, including the release of any and all claims, legal or equitable, in or to said real estate as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the duration thereof being in trust in said American National Bank and Trust Company of Chicago the entire legal and equitable title, fee simple, to and in all of the real estate above described. Notary Public American National Bank and Trust Company of Chicago 610 Webster, Chicago, Illinois Box 221

Vertical text on the right margin: I hereby declare this Deed represents a transaction exempt under the provisions of Paragraph E, Section 4 of the Illinois Real Estate Transfer Tax Act.

226-987-72

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
JAN 23 '78 9 00 AM

William
RECORDS DELOS
*24233322

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT