

UNOFFICIAL COPY

66-04-451 Unit M
DEED IN TRUST

24 369 239

(2)

Form 101 Rev. 11-71

The above space for recorder's use only

66-04-451 M

13-10-316-005

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **JUDITH A. PINKA, 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 **33 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **19th** day of **December 19 77**, and known as Trust Number **41854**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

Lot 6 in Lawrence and Elston Avenue Subdivision of Lot 3 (except the East 6.97 chains thereof) in James J. Rees Subdivision of the South West 1/4 of Section 10, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

10.00

NO TAXABLE CONSIDERATION

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, lease, mortgage and subdivide said real estate or any part thereof, to dedicate streets, highways or alleys to locate any subdivision or part thereof, and to purchase, sell, lease, convey, mortgage, and to execute any instrument in relation to 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, 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 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 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 of the use of any kind, to release, convey or assign any right, title or interest in or about or connected with said real estate or any part thereof, and in default of 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 to the terms of this trust, or be obliged to inquire into any of the terms of said Trust Agreement, or the necessity, expediency or expediency of any act of said Trustee, or be obliged or permitted 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 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 (including said Trustee) and (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 or are fully vested with all the 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, 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 or modification thereof, or for injury to person or property happening in or about the said real estate, any and all such liability being hereby 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 Trustee, or by its agent or attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as 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 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 persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing or 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 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, profits 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 records 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 estate in such case made and provided.

And the said grantor hereby expressly waives, releases, discharges, acquits, 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 or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Judith A. Pinka hereunto set her hand and seal this 5th day of January, 19 78.
[Signature: Judith A. Pinka] [Initials: J.A.P.] [Initials: J.A.P.] [Initials: J.A.P.]

STATE OF Illinois) I, Paul W. Meinhardt a Notary Public in and for said)
County of Cook) ss., County, in the State aforesaid, do hereby certify that Judith A. Pinka, a spinster)

personally known to me to be the same person whose name is she subscribed to the foregoing instrument, and she 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 expressed, and release and waiver of the right of homestead. GIVEN under my hand and seal this 5th day of January, 19 78.
[Signature: Paul W. Meinhardt]

My commission expires August 27 1980

Mail American National Bank and Trust Company of Chicago
Box 221

For information only insert street address of above described property.

9889-8

This space for affixing Riders and Revenue Stamps

This instrument prepared by Paul W. Meinhardt
Notary Public for Cook County, Illinois
111 N. Wacker Drive, Chicago, Ill. 60601



24 369 239
Document Number

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