

DEED IN TRUST

24384485

Form 191 Rev. 5-63

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Helen M. Karkut, 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 unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of February 19 78, and known as Trust Number 41977, 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.

Grantor's address: 33 North LaSalle Street Chicago, Illinois 60602

12.00

Prepared by and when recorded return to Herbert J. Linn Pedersen & Houpt 180 North LaSalle Street Chicago, Illinois 60601

Exempt under the provisions of Paragraph 4 (d) of the Real Estate Transfer Tax Act.

[Signature] Date 3-17-78

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, to resubdivide 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 the title, estate, powers and authorities vested in said Trustee, to donate, to demise, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, for any period or periods of time, not exceeding in the case of any annuity reversion, by lease to commence in present or in 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 of the reversion and to contract respecting the manner of doing 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 easement 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 this trust have been complied with, or be charged 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 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 the same, 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, right, 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 it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or as the agent 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 whatsoever 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, real 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 and releases any and all right and 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 hereunto set her hand and seal this 21st day of March 19 78. Helen M. Karkut HELEN M. KARKUT

STATE OF ILLINOIS } I, GERRY A. CEPEK, a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that Helen M. Karkut, a spinster

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that she signed, sealed and delivered the same as her free and voluntary act, for the uses and purposes therein set forth, including the release of any homestead.

GIVEN UNDER MY Notarial seal this 21st day of March A.D., 1978. Gerry A. Ceppek Notary Public

My commission expires 3-19-81

This space for affixing Recorders and Revenue Stamps

Document Number 24384485

For information only insert street address of above described property.

BOY 527

EXHIBIT A

That part of Lot "C" in Buffalo Grove Unit No. 7, being a Subdivision in Sections 4 and 5, Township 42 North, Range 11, East of the Third Principal Meridian, taken as a tract, described as: Commencing at the Northeast corner of said Lot "C"; thence South $0^{\circ}20'34''$ West along the East line of Lot "C" 411.49 feet to the point of beginning; thence North $89^{\circ}39'26''$ West 114.18 feet to a point of curve; thence Northwesterly along an arc concave Northeasterly and having a radius of 265.00 feet, a distance of 184.68 feet to a point of tangency, said point of tangency hereinafter referred to as point "A"; thence North $49^{\circ}43'39''$ West 36.29 feet to a point of curve; thence Northwesterly along an arc concave southwesterly and having a radius of 285.00 feet, a distance of 160.53 feet to a point of curve; thence Westerly along an arc concave southerly and having a radius of 119.10 feet a distance of 64.44 feet to a point of tangency; thence South $67^{\circ}00'00''$ West 10.74 feet to a point of curve; thence West along an arc concave northerly and having a radius of 379.11 feet for a distance of 156.70 feet (the chord of said arc having a bearing of South $78^{\circ}50'28''$ West); thence South $00^{\circ}01'19''$ West 337.85 feet; thence South $89^{\circ}58'41''$ East 130.00 feet; thence South $00^{\circ}01'19''$ West 100.00 feet; thence South $89^{\circ}58'41''$ East 550.00 feet to a point on the east line of Lot "C" aforesaid; thence North $0^{\circ}20'34''$ East along said east line of Lot "C" 329.01 feet to the point of beginning, (excepting from the aforescribed tract that part thereof lying westerly of the following described line, to-wit: Beginning at point "A" hereinbefore described; thence South $40^{\circ}16'21''$ West 114.18 feet; thence North $89^{\circ}58'41''$ West 54.14 feet; thence South $00^{\circ}01'19''$ West 305.20 feet, more or less, to a point in the south line of said tract 410.00 feet West of the southeast corner thereof, said point being the terminus of the line herein described) all in Cook County, Illinois.

2438485

UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

DARRYL M. FRANK being duly sworn on oath,
states that he resides at 601 SKOKIE BLVD
NORTHBROOK ILL. That the attached deed is not in vio-
lation on Paragraph 1 of Chapter 109 of the Illinois Revised Statutes
for one of the following reasons:

A. Said Act is not applicable as the grantors own no adjoining proper-
ty to the premises described in said deed.

-OR-

B. The conveyance falls in one of the following exemptions enumerated
in said Paragraph 1:

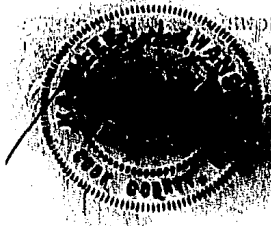
1. The division or subdivision of land into parcels or tracts of 5
acres or more in size which does not involve any new streets or
easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded
subdivision which does not involve any new streets or easements of
access;
3. The sale or exchange of parcels of land between owners of adjoin-
ing and contiguous land;
4. The conveyance of parcels of land or interest therein for use as
a right of way for railroads or other public utility facilities and
other pipe lines which does not involve any new streets or ease-
ments of access;
5. The conveyances of land owned by a railroad or other public utility
which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or
grants or conveyances relating to the dedication of land for pub-
lic use or instruments relating to the vacation of land impressed
with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the
division into no more than 2 parts of a particular parcel or tract
of land existing on July 17, 1959 and not involving any new streets
or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract
when a survey is made by a registered surveyor provided, however,
that this exemption shall not apply to the sale of any subsequent
lots from the same larger tract of land, as determined by the di-
mensions and configuration of the larger tract on October 1, 1973.

ARTICLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the pur-
pose of inducing the Recorder of Deeds of Cook County, Illinois, to
accept the attached deed for recording.

Darryl M. Frank

SWORN to before me
on March, 1978.



24384485

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECORDS SECTION
MAY 31 1 20 PM '70

RECORDS SECTION
#24384485

ID OF RECORDED DOCUMENT