

DEED IN TRUST

25409715

Form 191 Rev. 11-71

1980 APR 1 PM 3 43

COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, BERNADETTE DI FOGGIO, a married woman of the County of COOK... of the sum of TEN AND NO/100ths... 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 28th day of MARCH 19 80, and known as Trust Number 49420, the following described real estate in the County of COOK and State of Illinois, to wit:

10.00

Lot 68 in Assessor's Division of Block 11 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

PREPARED BY: JOHNSON & ARMEL 74 WEST WASHINGTON STREET 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 as aforesaid.

Full power and authority is hereby granted to said Trustee to improve, improve, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to their any subdivision or part thereof, and to subdivide 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 warranty, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors to trust all of the said real estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, 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 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 demise 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 a lease or 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 leasing the same or any part thereof, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, 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 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 waived and released, and the Trust Agreement and every deed, mortgage, lease or other instrument created 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 (as) that at the time of the delivery thereof (the trust created by said Trustee, or any successor in trust, in relation to said real estate and its effect, (b) that such conveyance or other instrument was executed in accordance with the trust, 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 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 it, 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 successors 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 waived and released, and the 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 beneficiary or beneficiaries named in the deed, mortgage, lease or other instrument created by said Trustee, or any successor in trust, in relation to said real estate, and in such case, as Trustee or as 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 to the payment and discharge thereof. All present and prospective claimants and claimants shall be charged with notice of this condition from the date of the filing of record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under the provisions of this deed or said Trust Agreement 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, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereby 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, releases, discharges and releases S, 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, aforesaid, hereunto set her hand and seal this 28th day of March 19 80.

Bernadette Di Foggio

STATE OF Illinois, County of Cook, in the State aforesaid, do hereby certify that BERNADETTE DI FOGGIO, a married woman, is a Notary Public in and for said County.

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 release and waiver of the right of homestead.

GIVEN under my hand and Notary seal this 28th day of March 1980.

My commission expires 9th day of May, 1983

American National Bank and Trust Company of Chicago Box 221

3428 South Parnell Ave., Chg. 111. For information only insert street address of above described property.

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