

UNOFFICIAL COPY

DEED IN TRUST

1980 APR 3 PM 12 20

25412581

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Richard W. Shutan and Sylvia J. Shutan, his wife, 724 Tarbat, Inverness, of the County of Cook and State of Illinois, for and in consideration

of the sum of Ten and no/100 ~~APR-3-80 2-7-72-54~~ ~~25412581.00~~ / - 000 10.00

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty 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 4th day of September, 1979, and known as Trust Number 47584

the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 27 in Cheviot Hills of Inverness, Unit Number II, being a Subdivision of part of the East 1/2 of the North West 1/4 of Section 18, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Otherwise known as 724 Tarbat, Inverness, Illinois.

TO HAVE AND TO HOLD the said real estate unto the said mortgagees, 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, and 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, 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 in fee simple or in fee term, 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 grant, to give 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 filing 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 or create or charge 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 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 obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to involve 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 in this 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 conditions and limitations contained in this Indenture and in said Trust Agreement, (c) that such conveyance or other instrument was duly authorized and empowered to execute and deliver every such deed, trust deed, 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, right, 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 successors or successors in trust shall incur any personal liability or be subjected to any claim, demand 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 failure to perform any property belonging to or about said real estate, nor shall 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or in the name 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 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 or through 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the 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 a certificate with the statute in such case made and provided.

And the said grantor hereby expressly waives, releases and discharges, 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(s) aforesaid have hereunto set their hands and seals this 3rd day of January, 1980.

Richard W. Shutan (Seal) Sylvia J. Shutan (Seal)

STATE OF ILLINOIS } I, Andrew S. Adsit, a Notary Public in and for said County of COOK } County, in the State aforesaid, do hereby certify that Richard W. Shutan and Sylvia J. Shutan, his wife,

are the same person(s) whose name(s) are subscribed to the foregoing instrument, this person and acknowledged that they signed, sealed and their free and voluntary act, for the uses and purposes therein set forth, including the of homestead. notarial seal this 2nd day of January, A.D., 1980.

American National Bank and Trust Company of Chicago

724 Tarbat Inverness, Illinois For information only insert street address of above described property.

My commission expires 10/19/83



Vertical text on the right side of the page, including a date stamp 'APR 3 1980', a signature 'M. J. [unclear]', and a date '4/3/80'. There is also a vertical stamp '25412581' and '25412581'.

END OF RECORDED DOCUMENT