

DEED IN TRUST

25500113

Form 191 Nov. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **ELLA BILLUPS, a widow** 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 **7th** day of **July** **1980**, and known as Trust Number **49946**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

Lot 40 and the North 1 foot of the West 90 feet of Lot 39 in Block 25 in Cornell, in Cook County, Illinois.

THIS DOCUMENT WAS PREPARED BY: **Elliott B. Levine of HELLER & MORRIS AND ASSOC. LTD.** 111 W. Washington Chicago, Illinois 60602 781-6700

EXEMPT UNDER PROVISIONS OF PARAGRAPH Section 4. Real Estate Transfer Tax Act.

7/8/80 Date

Elliott B. Levine Broker, Seller or Representative

TO HAVE AND TO HOLD the said real estate with the appurtenances, appertaining thereto, 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 administer said real estate or any part thereof, to dedicate parks, streets, highways or alleys to use as any subdivision or part thereof, and to establish and build 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 carry 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, interest, power and authority vested in said Trustee, to demise, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease, to sell, to convey, to assign, to execute, to execute any power of appointment or provision, by lease 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 999 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 dividing the amount of proceeds or income results, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements of any kind, to convey or assign any right, title or interest in or about or concerning appurtenance to said real estate or any part thereof, and to do all such things 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 do 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 such money, rents or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed 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 inspect 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 instrument and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument is made in accordance with the trusts, conditions and limitations contained in this deed and in said Trust Agreement or in all instruments thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and (d) if the same were 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, interest, rights, powers, authority, duties and obligations of the Trust, or the predecessor or predecessors 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 or anything in or by or for or in its 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 liability incurred or caused (in or by the filing of this deed) in connection with said real estate may be enforced only in the name of the Trust Agreement or under said Trust Agreement as their original obligor, and the Trustee is hereby 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 or discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of the conditions from the date of the filing 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, 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 earnings, avails and proceeds thereof as aforesaid, the interest 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 rights or benefits 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 has hereunto set her hand and seal this 7th day of July 1980. *Ella Billups* (seal)

STATE OF ILLINOIS, County of COOK, Notary Public in and for said County, Ella Billups

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

GIVEN under my hand and seal this 7th day of July 1980. My commission expires

This space for affixing Stamps and Revenue Stamps

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Heller & Morris
111 W. Washington
Chicago, IL 60602

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