

DEED IN TRUST

25600843

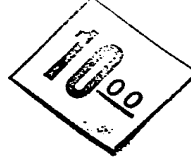
Form 191 Rev. 11-71

RECORDED 1980 SEP 26 PM 4 35
COOK COUNTY, ILLINOIS
The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **JAMES C. JOHNSON**, married to **HELEN P. JOHNSON**, of the County of **COOK** and State of **ILLINOIS**, and in consideration of the sum of **TEN DOLLARS** Dollars (\$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 **18th** day of **April** **1979**, and known as Trust Number **46304**, the following described real estate in the County of **COOK** and State of **ILLINOIS**, to wit:

The East 28 feet of the part of Lot 6 lying South of Monroe Street in Block 9 in Rockwell Addition to Chicago in the North west 1/4 of Section 18, Township 39 North Range 14 East of the Third Principal Meridian in Cook County, Illinois.

THIS DOCUMENT PREPARED AND SUBMITTED BY:
Smith and Peterman
7 S. Dearborn Suite 1126
Chicago, Illinois
236-6314



TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms 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 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 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, 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 as a 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, upon any terms and for any period or periods of time, not exceeding in the case of any single term 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 of the real estate, or any part thereof, for other real or personal property, to grant easements or other interests 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 do any and every other act, deed, matter, thing, or thing, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to do any and every other act, deed, matter, thing, or thing, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to do any and every other act, deed, matter, thing, or thing, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to do any and every other act, deed, matter, thing, or thing, title or interest in or about or easement appurtenant to said real estate or any part thereof, as and to the same extent, 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 deed or said Trust Agreement or any amendment, modification or supplement thereto, be duly complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or any successor in trust, or be obliged or restricted to inquire into any of the terms of said Trust Agreement, or any deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, or any 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement, or in all amendments thereto, if any, and binding upon all beneficiaries thereof, (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 and are fully vested with all the title, estate, rights, 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, modification or supplement thereto, or for injury to person or property happening in or about said real estate, and 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 the name of the Trustee, in his 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 who come into possession of said real estate 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, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be real property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate at 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 official 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 state made and provided.

And the said grantor hereby expressly waives 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 aforesaid has hereunto set their hand and seal this **18th** day of **April** **1979**.
[SEAL] X **James C. Johnson** [SEAL]
[SEAL] X **Helen P. Johnson** [SEAL]

STATE OF **ILLINOIS**, I, **WILLIAM C. PETERMAN**, a Notary Public in and for said COUNTY OF **COOK** ss. County, in the State aforesaid, do hereby certify that **JAMES C. JOHNSON** married to **HELEN P. JOHNSON**

personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me, a person and acknowledged that he is free and voluntary act, for the uses and purposes therein set forth, including the release of 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.

GIVEN under my hand and seal this **18th** day of **April** A.D., 19 **79**.
William C. Peterman Notary Public

My commission expires **July 21 80**

American National Bank and Trust Company of Chicago
Box 221
2251 W. Monroe, Chicago, Illinois
For information only insert street address of above described property.

This space for American National Bank and Trust Company of Chicago, Illinois
Par. 5 & Co. County Ord. 93104 Rev. 7-1-78
Date 9-28-80
Signature: William C. Peterman
Document Number: 25600843