

25679512

Exempt under the provisions of Paragraph E, Section 4,
Real Estate Transfer Act.
November 7, 1980

This Indenture Witnesseth, That the Grantor Mary O'Brien,
a spinster

of the County of Cook and the State of Illinois for and in consideration
of Ten and no/100s Dollars,

and other good and valuable consideration in hand paid, Convey... William H. Smith unto William H. Smith
his
Trustee under the provisions of a trust agreement dated the 6th day of November 1980

known as 75th and Kingston Trust the following described real estate in the County of Cook
and State of Illinois, to-wit:

That part of Lots 1 and 2 which lies west of a line described as follows, to-wit: Commencing at a point in the south line of 75th Street 90 feet 8 inches West of the west line of Kingston Avenue; thence South at right angles from south line of 75th Street, 35 feet; thence South 45° east, 57 feet 3 inches to a point; thence South 49 feet 6-1/4 inches to a point in the north line of the alley, which point is 50 feet no inches West of the west line of Kingston Avenue; all of Lots 3 and 4 and that part of Lots 5 and 6 which lies east of a line described as follows: Commencing at a point in the south line of 75th Street 60 feet no inches East of the east line of Essex Avenue, thence South at right angles from the south lines of 75th Street, 57 feet; thence West parallel with the south line of 75th Street, 10 feet 2-1/8 inches; thence South at right angle from last described line, 68 feet to a point in the north line of alley, which point is 50 feet no inches East of the east line of Essex Avenue; all in Block 2 in South Shore Park being a subdivision of the West half of the Southwest Quarter of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian in Cook County, IL TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Patrick F. Kludner
PATRICK F. KLUDNER-Attorney

25679512

Full power and authority is hereby granted to said trustee to improve, maintain, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises 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, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, 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 demise the term of 199 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 reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 cases 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 9th day of November 1980

(SEAL) Mary O'Brien (SEAL)
MARY O'BRIEN
This instrument was prepared by Patrick F. Kludner, 20 North Wacker Dr. Chicago, Illinois 60606

UNOFFICIAL COPY

1980 NOV 24 PM 4 02

STATE OF Illinois
COUNTY OF Cook

SS. MARGARET S. MOYE

a Notary Public for said County, in the State aforesaid, do hereby certify that Mary O'Brien, a spinster 10.15

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 signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand notary seal this 7th day of November A. D. 1980

Margaret S. Moye
Notary Public

Property of Cook County Clerk's Office

25619512

MAIL



~~BOX 250~~

Deed in Trust
WARRANTY DEED

ADDRESS OF PROPERTY

WILLIAM SMITH
Trustee
~~LaSalle National Bank~~

MAIL TO:
P. KLUNDER
C/O JACOBS, WILLIAMS,
20 N WACKER DR.
CHICAGO, ILL. 60606

END OF RECORDED DOCUMENT