

UNOFFICIAL COPY

DEED IN TRUST

Form 191 Rev. 11-71

25712118

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, S Jesse T. Jones, Maye F. Jones, his wife and Rudolph A. James and Velma R. James, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten & 00/100 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 31st day of October 19 80, and known as Trust Number 51262, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 34 in Block 5 in Resubdivision of Blocks 3,4,5,6,11 and 12 in Resubdivision of Block 1 to 8 inclusive (except the North 134 feet of Block 1 and 2 and except the North 60 feet of the South 350 feet of block 7 and 8) in Lyon's Subdivision of the West 1/2 of the Northeast 1/4 of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney K. Olson RECORDER OF DEEDS

1980 DEC 19 AM 10:28

25712118

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 set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect, and provide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public use on any condition or part thereof, and to reimburse 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, in fee of any 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, estate, power and authority vested in said Trustee, to execute, 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single domestic lease 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 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 any future rentals, to partition or to exchange said real estate, 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 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 should be lawful for any person serving the same to deal with the same, in all things 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, 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 said purchase money or moneys 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 be sworn to any of the terms of said Trust Agreement and every deed, trust deed, mortgage, lease or other instrument created by said Trustee, or any successor in trust, in relation to said real estate, or be obliged to furnish any evidence in favor of any person (including the Registrar of Titles of said county) relying upon a claim or claimant under any such conveyance, lease or other instrument, (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, or (c) that any such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments thereto, and (d) if the conveyance in trust was duly submitted and approved to create and deliver every such deed, trust deed, lease, mortgage or other instrument and (e) if the conveyance in trust was 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, power, authorities, duties and obligations of their predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, its officers or its Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done or by them or by their agents or attorneys may do or shall do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to persons or property happening in or about said real estate, any and all such liability being hereby expressly waived, released, renounced, Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by 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 created 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 and 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 them or any of them shall be in the certain estate 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 in said real estate as such, but only an interest in certain title 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 the above, in and in all of the real estate here 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 right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, s aforesaid have hereunto set their hand s and

seal this 13th day of November 19 80. [Signatures: Jesse T. Jones, Maye F. Jones, Rudolph A. James, Velma R. James]

STATE OF ILLINOIS I, LAMONT CRANSTON STRONG, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Jesse T. Jones, Maye F. Jones, his wife and Rudolph A. James and Velma R. James, his wife personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me on the 13th day of November and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the homestead. GIVEN under my hand and seal this 13th day of November A.D. 19 80. My commission expires April 13, 1982.

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

1000 COOK COUNTY ILLINOIS STATE TRANSACTION TAX RECEIVED 10-17-80

157736 PNTI 10/22/80

UNOFFICIAL COPY



Property of Cook County Clerk's Office

25712118

END OF RECORDED DOCUMENT