

UNOFFICIAL COPY

DEED IN TRUST
1981 FEB 11

25770957

Box 902

Form 191 Rev. 11-71

AM 11:44

RECORDER

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, SOLOMON REIZNER and ETHEL REIZNER, of the County of Cook, his wife, in consideration of the sum of ten 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 3rd day of February 19 81, and known as Trust Number 51536 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot Twenty-five (25) (except the East Thirty-one (31) feet thereof) in Harlbut's Subdivision of Lots Six (6) and Seven (7) in Cleaver and Taylor's Subdivision of the North Half (N.1/2) of the Southeast Quarter (S.E.1/4) of the Southwest Quarter (S.W.1/4) and the North Half (N.1/2) of the Southwest Quarter (S.W.1/4) of the Southeast Quarter (S.E.1/4) of Section Three (3), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, (except from said premises that part thereof taken for widening Prairie Avenue), together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining,

10.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the covenants 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 public use, to sell, lease or otherwise dispose of said real estate as often as desired, to contract to sell, to grant or convey, to mortgage, to 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 compliance 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 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, in contract to make leases and to contract to lease and to renew leases and to exchange the whole or any part of the premises and to contract respecting the same in present or future rentals, to partition or to exchange the whole or any part of the premises and to contract respecting the same in present or future rentals, to 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 the 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 inquire 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. (4) that at the time of the delivery thereof the trust created by this Indenture and the said Trust Agreement shall be in full force and effect, (5) 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (6) 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 (7) 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 full 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 nor any of its officers, 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 including 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 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 indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by him in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably 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 whosoever 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 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 personal property, and the 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, 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 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 grantors hereby expressly waive and release 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 grantors aforesaid have hereunto set their hands and

this 3rd day of February 19 81
Solomon Reizner [SEAL] Sol Reizner [SEAL]
Ethel Reizner [SEAL] Ethel Reizner [SEAL]

STATE OF Illinois } I, Stephen R. Chesler
County of Cook } a Notary Public in and for said
County, in the State aforesaid, do hereby certify that
SOLOMON REIZNER and ETHEL REIZNER, his wife,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act, for the uses and purposes therein expressed, and release and waiver of the right of homestead.
GIVEN under my hand and notarial seal this 3rd day of February 19 81

My commission expires 12-3-81

This Deed was prepared by Stephen L. Gelfman, 120 S. LaSalle Street, Chicago, IL 60603 Stephen L. Gelfman 2/11/81

25770957
60603
Notary Public
Stephen R. Chesler

4501-03 S. Prairie, Chicago, Illinois
For information only insert street address of above described property.

END OF RECORDED DOCUMENT