

DEED IN TRUST

Form 191 Rev. 11-71

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The above space for recorder's use only

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, GAETANO RAINERI, M.D. of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 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 15th day of May 1981, and known as Trust Number 52762, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 3 in Block "D" in Turner Park City Subdivision of that part of Lots 1 and 2 in Assessor's Division of the West half of fractional Section 26, Township 40 North, Range 12 East of the Third Principal Meridian lying North of center of Grand Avenue (formerly Whiskey Point Road and South of Southerly line of right of way of Chicago and Pacific Railroad Company) in Cook County, Illinois, more commonly known as 8488 West Grand Avenue, River Grove, Illinois, 60171.

This instrument prepared by: Mark D. Hellman One N. LaSalle ST Suite 1330 Chicago, IL 60602

This transaction exempt from tax under paragraph (e) Section 4 of the Illinois Real Estate Transfer Act.

Mark D. Hellman Agent

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 subdivide all real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell in any terms, to convey said real estate or any part thereof to a successor or successors of said Trustee, to donate, to dedicate, to lease 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, to lease 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 otherwise, by leases to commence in present or in future, and upon any terms and for any period or periods of time, but 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, 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 reservation and to contract respecting the manner of fixing the amount of present or future rentals, or 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 incident appurtenant to said real estate or any part thereof, and to deal with said real estate and any 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 this 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 obligated 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 relying on, after any such conveyance, lease or other instrument, as 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, (ii) 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 thereto, if any, and binding upon all beneficiaries hereunder, (iii) 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 all of 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 the, 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, its trustee 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 in or by or for 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 failures to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released, and the contract, obligation or indebtedness created or assumed by the Trustee shall not be entered into by it in the name of any of them, and the Trustee shall be held harmless and indemnified by the beneficiaries hereunder, in fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, it may name, as Trustee of an express trust and not individually (and the Trustee shall have the 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, and shall be discharged with notice of this condition from the date of the filing for record of this deed. 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 paid 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 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, 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 grantor hereby expressly waives, releases, and conveys, and all right and 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 his hand and seal, this 15th day of May 1981.

Gaetano Raineri, M.D. GAETANO RAINERI, M.D.

STATE OF ILLINOIS } I, Christine A. Baker, a Notary Public in and for said COUNTY OF COOK } County, in the State aforesaid, do hereby certify that GAETANO RAINERI, M.D.

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 he signed, sealed and delivered the said instrument as his 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 and notary seal this 1st day of May 1981. NOTARY PUBLIC COOK COUNTY, ILL.

My commission expires September 20, 1981 American National Bank and Trust Company of Chicago

8488 West Grand Avenue River Grove, Illinois 60171 For information only insert street address of above described property.

Stamp Revenue and State Office for this State

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