

DEED IN TRUST

25932480

1981 JUL 9 PM 3 31

Form 101 Rev. 11-71

The above space for recorder's use only

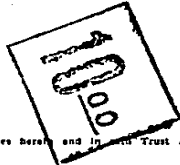
10.00

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, JAMES HAMILTON GIBSON, ROBERT L. WALSH, JR. and ANSTISS McCORMICK-GOODHART SMITHERS as Trustees under the Last Will and Testament of PATERENCE McCORMICK-GOODHART AGNEW, Deceased, for the benefit of JAMES HAMILTON McMILLAN GIBSON

for and 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 14th day of May, 1981, and known as Trust Number 52642, the following described real estate in the County of Cook and State of Illinois, to wit: A 1/144 undivided interest in and to -

The North 90 Feet of Lot 1 and that part of the North 90 Feet of Lot 2 in Sub-division (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 of School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the 3rd Principal Meridian which lies east of a line extending south from a point on the North line of said Lot 2 which is 15.24 feet west from the Northeast corner thereof to a point on the South line of said Lot 2 which is 14.90 feet west from the Southeast corner thereof;

(Legal description continued on attached sheet.)



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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust 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 acquire, manage, protect and provide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or part thereof and to redivide 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, 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 reversion, by leases to commence in the present or in the future, and 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 contrast 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 premises and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate or any part thereof, for other real or personal property, to grant easements or other rights, 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 would be lawful for any person owning the same to deal with the same, whether in law or otherwise from the date hereof, 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 of 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, cost of money borrowed or advanced on said real estate, or be obliged to see that the terms of the lease 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 claiming the Register of Titles of said county relying upon the same under any such conveyance, and effect, and that such conveyance or other instrument was executed in accordance with the trust, 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, for 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 all 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 the 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 in any claim, judgment or decree for any loss or injury to or by their assets or otherwise 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, contract, obligation or instrument entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or as the executor 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 instrument 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 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, rents and proceeds accruing 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 earnings, rents and proceeds thereof as aforesaid, the interest in said real estate to be held in said American National Bank and Trust Company of Chicago the entire legal and equitable title 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 and releases, 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 an execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set hand and seal this 9th day of July 1981

James H. Gibson (Seal) Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that

James H. Gibson 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 seal this 18th day of June A.D., 1981 IRENE RIESENBERGER, NOTARY PUBLIC My Commission Expires June 27, 1981

This Deed prepared by: Donald J. Ryan, Foss, Schuman & Drake, 11 S. LaSalle St., Chicago, Ill. 60603 American National Bank and Trust Company of Chicago 11 S. LaSalle St., Chicago, Illinois For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps THIS DEED EXEMPT FROM TRANSFER TAX UNDER SECTION 4 (e)

By: [Signature]

25932480 Document Number

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ALSO, Lot 3 and that part of Lot 2 in Subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the 3rd Principal Meridian, which lies west of a line extending south from a point on the North line of said Lot 2 which is 15.24 Feet west from the Northeast corner thereof to a point on the South line of said Lot 2 which is 14.90 Feet west from the Southeast corner thereof, excepting from the aforementioned part of Lot 2 that portion of said part lying south of the North 90 Feet of Lot 2 and falling within the East 15 feet of Lot 2.

Together with Lot 1 (except the South 2 Feet thereof) in Major's Subdivision of Sub-Lots 4, 5, 6 and 8, and the West 15 Feet of Lot 9 (excepting therefrom that part of said Lots 6 and 8 taken for La Salle Street) in the Subdivision of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the 3rd Principal Meridian;

together with the tenements and appurtenances thereunto belonging hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

END OF RECORDED DOCUMENT