

DEED IN TRUST

25932483

Form 191 Rev. 11-71

JUL 9 9 31 AM 1981

The above space for recorder's use only

10.00

THIS INDENTURE WITNESSETH, THAM TEB GRANTORS, JAMES HAMILTON GIBSON, ROBERT L. WALSH, JR. and ANSTISS MCCORMICK-GOODHART SMITHERS as Trustees under the Last Will and Testament of PATIENCE 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 1/14 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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DO HAVE AND TO HOLD the said real estate with the appurtenances thereon to the trustee, and for the uses and purposes herein and in the Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to execute, assign, amend and subdivide said real estate or any part thereof, to dedicate easements, streets, highways or alleys to vacate any subdivision or part thereof, to subdivide 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 same rights, powers and authorities vested in said Trustee, to donate, 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 demise 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 conditions thereof at any time or times hereafter, to contract to make leases, 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 filing 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 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 would be lawful for any person owning the same to do 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 in 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 to the issue 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 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 real estate, in trust upon or claiming under any such conveyance, lease or other instrument, 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, and that such conveyance or other instrument was executed in conformity with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, and binding upon all beneficiaries hereunder, and all successors in trust, and any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and for the conveyance, release, power, authority, duties and obligations of its his or their predecessor in trust.

This conveyance is made upon the express understanding and condition 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 to any claim, judgment or decree for anything 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 amendments 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 it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 and discharge thereof). All persons and corporations whomsoever 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 through them shall be only in the earnings, assets and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal, present, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only as to the proceeds therefrom, and the 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 public records 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 provisions 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 statute of the State of Illinois, providing for exemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set hand and seal.

Seal of James Hamilton Gibson, Robert L. Walsh, Jr., and Anstiss McCormick-Goodhart Smithers. Notary Public seal for Irene Riesenweber.

STATE OF ILLINOIS, County of Cook, in the State aforesaid, do hereby certify that

Robert L. Walsh, Jr. and Irene Riesenweber 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 RIESENWEBER, NOTARY PUBLIC, My Commission Expires June 27, 1981. 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 DEED EXEMPT FROM TRANSFER TAX UNDER SECTION 4(e) By: [Signature]

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ALSO, Lot 1 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 1 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 on 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.

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