

DEED IN TRUST

Form 191 Rev. 11-71

25932264 for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, RICHARD L. BERG, married to MARY BERG 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 14th day of November 1980, and known as Trust Number 51127

the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 12 in Heart's Northbrook being a resubdivision in the North 1/2 of the South 1/4 of the Southeast 1/4 of Section 10, Township 42 North, Range 12 East of the Third Principal Meridian, according to plat thereof recorded August 16, 1961, as document number 18249301 in Cook County Illinois.

Subject to: General real estate taxes for 1980 and subsequent years; building lines and building and liquor restrictions of record; zoning building law and ordinances; public utility easements; public roads and highways; easements for private roads; covenants and restrictions of record as to use and occupancy; mortgage dated July 29, 1965 and recorded July 30, 1965, as document #19542507 with the Recorder of Deeds of Cook County Illinois, made by Kaj Hansen to the Prudential Insurance Company of America.

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 said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public use or to any other use, and to resubdivide 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, in whole, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, for any 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, by exchanging in the case of any single demise the term of this year, and to make or grant 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 contrast to make leases and in grant options to lease and options to purchase the whole or any part of the real estate and to contract respecting the manner of listing the amount of present or future estate, 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 receive, convey or assign any right, title or interest in or about or easement 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 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 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 Register of Titles of said County, relying upon or claiming under any such deed, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was of full force and effect, (b) that such conveyance or other instrument was executed in compliance 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, (c) 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 (d) 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, rights, powers, authorities, 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 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 consideration or 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 beneficiary 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 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 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 no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate or any part thereof, but only an interest in the 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 Register 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 limitation," 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 sale on execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid have hereunto set their hand and seal this 14th day of July 1981

Richard L. Berg [SEAL] Mary Berg [SEAL]

STATE OF Illinois, I, Scott E. Jensen, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Richard L. Berg and Mary Berg, husband and wife,

personally known to me to be the same person, S. whose name is they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their notary, 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 14th day of July, 1981 A.D., 1981

My commission expires 9/26/82 Notary Public

04-10-403-020-0000 This document prepared by Scott E. Jensen, One N. LaSalle St., Chicago, Illinois 60602 68 32 801 2

COOK CO. REC. 216 6339 CAN STATE OF ILLINOIS REAL ESTATE TRANSFER TAX 1981 JUL 14 1981 8000

10.00

80- CAN STATE OF ILLINOIS REAL ESTATE TRANSFER TAX 1981 JUL 14 1981 8000

25932264 Document Number

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1981 JUL -9 PM 2:53

*Sidney K. Olson*  
RECORDER OF DEEDS  
25932264

Mail to  
Michael G. Bauman  
Boutcher, Leary + Engle  
Suite 2710  
33 North La Salle  
Chicago, IL 60602

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT