

UNOFFICIAL COPY

DEED IN TRUST

25006728

1979 JUN 15 PM 1 52

Form 191 Rev. 11-71

JUN 15 1979 6 CTR. Above space for recorder's use only

10.00

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, HOWARD ZIMMERMAN and LINDA M. ZIMMERMAN, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and no/100----- Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Warrants 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 18th day of April 19 79, and known as Trust Number 46263 the following described real estate in the County of Cook and State of Illinois, to wit:

The West 16 feet of Lot 20, all of Lot 21 and the East 11 feet of Lot 22, in the Resubdivision of Lots 34 -48 inclusive and the vacated part of public alley in the South End Addition to Niles Center, being a Subdivision of part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 28, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

This document prepared by
Scott L. Glickson
444 N. Michigan
Chicago, Illinois 60611



TO HAVE AND TO HOLD the said real estate with the appurtenances, unto 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, purchase, and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to re-allocate 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, state, 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, sell, or otherwise dispose of said real estate, or any part thereof, from time to time, in possession or reversion, by leases 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 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 premises and to contract respecting the manner of financing, 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 rights 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 do all what a prudent person would do in the exercise of his or her duty and for such other considerations as it would be lawful for any person owning the same to deal with, 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 that the terms of this deed or any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed 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 permitted 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 conclusively deemed final and binding upon the Registrar of Titles of said county, and upon all persons claiming under any such mortgage, lease or other instrument, and that at the time of the delivery thereof the deed created by this indenture and by said Trust Agreement was in full force and effect, and that such mortgage or other instrument was executed in accordance with the terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, for the 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 that if the mortgage is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and duly tested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This covenant 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 in any claim, judgment or decree to anything in or by or to 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 title to same or money borrowed 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 its own name or the name of the 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 a certain 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 whoever 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, free or equitable, in or in 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 of 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 agrees to release, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid have hereunto set their hands and

this 18th day of April 1979

Howard Zimmerman [SEAL] *Linda M. Zimmerman* [SEAL]
HOWARD ZIMMERMAN LINDA M. ZIMMERMAN

I, Scott L. Glickson, a Notary Public in and for said State of Illinois, County of Cook, do hereby certify that Howard Zimmerman and Linda M. Zimmerman, his wife,

personally known to me, the same person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the same as their 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 Notarial Seal this 16th day of April A.D., 1979

Scott L. Glickson
Notary Public

My commission expires March 17, 1980

American National Bank and Trust Company of Chicago
Box 221 5250 Mulford, Skokie, Illinois
For information only insert street address of above described property.

25006728

This space for affixing Riders and Revenue Stamps

Exempt from State of Illinois Real Estate Transfer Tax Declaration pursuant to Paragraph 4(e) thereof. Dated: 4-18-79

Scott L. Glickson
Notary Public

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END OF RECORDED DOCUMENT