

UNOFFICIAL COPY

DEED IN TRUST

25 040 291

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **SUSAN GRAZIANO**, an unmarried woman, 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 S and War S 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 **30th** day of **April** 19 **79**, and known as Trust Number **46278**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

Legal Description Attached Hereto

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUL 9 '79 11 01 AM

RECORDED OF DEEDS

*25040291

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 defend said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and 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 carry said real estate or any part thereof in 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, 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 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 reversion and to contract respecting the manner of fixing the amount of or for or future rents, 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 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 any part thereof, 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 deed or said Trust Agreement or any amendment thereto, or be obliged to inquire into the 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 county) relying upon or acting under any such conveyance, 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 in full force and effect, (b) 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 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, estate, rights, powers, authorities, duties and obligations of his, 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 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 (a) 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 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 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 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, avails 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 at such, but only an interest in earnings, avails and proceeds 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, to accords with the statute in such case made and provided.

And the said grantor hereby expressly waive and release 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 aforesaid has hereunto set her hand and seal this 30th day of April 19 79

[SEAL] Susan Graziano [SEAL]
[SEAL]

STATE OF **Illinois**)
COUNTY OF **Cook**) ss. **LEE ANN P. MEIBURG**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **SUSAN GRAZIANO**, an unmarried woman,

personally known to me to be the same person whose name is **she** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **she** signed, sealed and delivered the said instrument as **her** free and voluntary act, for the uses and purposes therein expressed, including the release and waiver of the right of homestead.
GIVEN under my hand and notarial seal this **15th** day of **July** 19 **79**

My commission expires **1/17/83**

American National Bank and Trust Company of Chicago
Box 221

Pulaski and Iowa 56th and Normal,
360 E. 56th Street, Chicago, Illinois

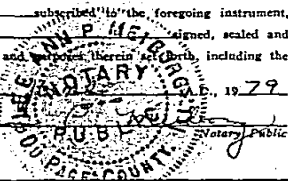
For information only insert street address of above described property.

This instrument prepared by Ronald L. Panter, Greenbaum & Browne, Ltd., 180 North LaSalle Street, Chicago, Illinois 60601, 782-8300
JUL 09 67.15 9770

1400

Exempt from transfer for gift tax under Section 4, Real Estate Transfer Tax Act.
Date **6-15-79**
Buyer, Seller or Representative **Marguerite Tzedewick**

Document Number **25 040 291**



UNOFFICIAL COPY

Lot 44 in Block 7 in Divens Subdivision of the west 1/2 of the southwest 1/4 of the southwest 1/4 and the east 1/2 of the northwest 1/4 of Section 2-39-13 in Cook County, Illinois.

Lots 21 and 22 in Block 4 in H. C. Morey's subdivision of the north 1/2 of Block 30 in School Trustee's subdivision of Section 16-38-14 in Cook County, Illinois

The west 30 feet of the south 1/2 of the east 60 feet of lot 17 in block 2 in Yarby's subdivision of the north 1/2 of the north 1/2 of the northwest 1/4 and the west 1/2 of the northwest 1/4 of Section 15-38-14 in Cook County, Illinois.

END OF RECORDED DOCUMENT

25 040 291