

DEED IN TRUST

25199437

Form 191 Rev. 11-71

The above space for recorder's use only

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THIS INDENTURE WITNESSETH, THAT THE GRANTORS, WILLIAM E. HERBER and KATHLEEN HERBER, his wife, of the County of Cook and State of Illinois, 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 5th day of June 1979, and known as Trust Number 46723, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 1 in McDonough's Subdivision of part Lot 6 'F' of Happy Subdivision in Evanston in the North East 1/4 of Section 14, Township 41 North, Range 13, East of the Third Principal Meridian, according to the plat of said McDonough's Subdivision filed in the office of the Recorder of Deeds of Cook County, Illinois, on August 23, 1962 as document Number 18570905, in Cook County, Illinois,

1000 \$ 80.00 PAID C. C. I. REV. STAMP

DO 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, lease, sell 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-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 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 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 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 charges, 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 any 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 such purchase money, rent or money borrowed or advanced 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 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 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 any successor in trust, in relation to said real estate shall be 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 abiding 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 invested with all the title, estate, rights, powers, authorities, duties and obligations of its, 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 a thing done by it or its agents or attorneys nor 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 secured 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 entered into so far as 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 shall 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 to them, 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, profits and proceeds thereof, and if a beneficiary hereunder should die, his or her interest shall pass to his or her heirs, assigns and personal representatives, and shall be subject to the same as if a beneficiary hereunder.

If the title to any of the above real estate is now or heretofore registered, the Registrar of Titles is hereby directed not to register or note in the certificate 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.

In Witness Whereof, the grantor, William E. Herber and Kathleen Herber, his wife, hereunto set their hand and seal, this 10th day of September, 1979.

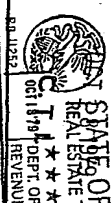
STATE OF ILLINOIS, County of COOK, I, MAX C. KORNFELD, a Notary Public in and for said County of Cook, do hereby certify that WILLIAM E. HERBER and KATHLEEN HERBER, his wife,

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this 10th day of September, 1979, and acknowledged that they executed and voluntary act, for the uses and purposes therein set forth, including the release and discharge of their rights of homestead.

GIVEN under my hand and notarial seal this 10th day of September, A.D. 1979. My commission expires 6-17-81. Deed prepared by Max C. Kornfeld, One N. LaSalle St. Chicago 60602

American National Bank and Trust Company of Chicago, Box 221, 2505 McCormick Blvd., Evanston, Ill. 60201. For information only, last known address of above described property.

COOK CO. NO. 015 23648



REVENUE 8 0 01 25199437

Document Number

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#131993 - Anna M...
10-2-79

Mailed to:

CAROLYN SAMPSON
RESIDENTIAL LOAN DIV.
ROOKERY BLDG. - 6th FL.

Continental Illinois National Bank
and Trust Company of Chicago
231 South La Salle Street
Chicago, Illinois 60690

Sidney K. Olson
RECORDER OF DEEDS
25199437

COOK COUNTY, ILLINOIS
FILED FOR RECORD
OCT 18 PM 2:46

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT