

# UNOFFICIAL COPY

## DEED IN TRUST

25 318 027

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Mary P. Shumake, a spinster,  
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, Convey S  
quitclaims  
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 15th day of December 19 79, and known as Trust Number 48551  
the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof.

10.00

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COOK COUNTY CLERK  
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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, to grant, to purchase, to sell on any terms to convey either with or without consideration, to convey all real estate or any part thereof to a successor or successors in trust and to grant in such successor or successors in trust all of the title, estate, powers and authority 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 in perpetuity or in fee simple, or for any term or 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 reversion and to contract respecting the manner of fixing the amount of present or future rentals to be paid in or 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 connected with 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 in relation to the same, whether similar 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, restricted to the said lease or mortgage by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money received 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 the terms of said Trust Agreement and every deed, lease, mortgage 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 claiming under any such mortgage, lease or other instrument, as 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, by that such compliance 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 thereto, if any, and binding upon all beneficiaries thereunder, in that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and that at 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, authority, duties and obligations of the title or their predecessor in trust.

This conveyance is made upon the express understanding and warranty that neither American National Bank and Trust Company of Chicago, Inc. fully or a Trustee, nor its assigns or successors in trust shall have any personal liability or be subjected to any claim, judgment or decree for anything in or out of the course of their duties or attorney 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, or any part thereof, and all such liability being hereby expressly waived and released. Any contract obligation or indebtedness incurred or created by the Trustee in connection with said real estate may be entered into by it in the name of one 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 an express trust, 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 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 as such, but only an interest in earnings, profits and proceeds thereof as aforesaid the interest 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 heretofore registered in the Registrar of Titles, it 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, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives, releases, discharges and relieves, in any and all right or benefit under and by virtue of any and all statutes 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 her hand and seal this 15th day of December, 19 79.

THIS INSTRUMENT PREPARED BY Carl L. Russo (SEAL)  
Mary P. Shumake (SEAL)  
CARL L. RUSSO, ATTORNEY-AT-LAW  
8000 BEARS TOWER CHICAGO, ILL. 60606 (SEAL)

STATE OF ILLINOIS I, Carl L. Russo, a Notary Public in and for said  
County of Cook County, in the State aforesaid, do hereby certify that  
Mary P. Shumake

Personally known to me to be the same person whose name is she subscribed to the foregoing instrument, appeared before me this 15th 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 set forth, including the lease and waiver of the right of homestead.  
GIVEN UNDER MY hand and notarial seal this 15th day of December A.D. 19 79  
Carl L. Russo Notary Public

My commission expires Feb 6, 1980

This space for affixing Riders and Revenue Stamps  
This transaction exempt under provisions of  
Paragraph 1-10, Section 17-15-0 Real Estate  
Transfer Tax Act.  
Date 12-15-79  
Buyer, Seller or Representative

Document Number  
25 318 027

American National Bank and Trust Company of Chicago  
Box 221  
Unit 7, Merrionette Park Condominium  
Merrionette Park, Illinois  
For information only insert street address of above described property.

# UNOFFICIAL COPY

## EXHIBIT A

Unit No. 7 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

Lots 246 thru 256 (except from said Lots the North 11.0 feet and the East 16.0 feet thereof dedicated for use as Public Alley) in Mahoney Estates, a Subdivision of the North 3/4 of the West 1/2 of the Southwest 1/4 of Section 24 Township 37 North, Range 13 East of the Third Principal Meridian (except the Right of Way of the Chicago and Southern Railroad Company), in Cook County, Illinois.

which survey is attached as Exhibit A to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust No. 43311, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. ~~2502604~~ together with its respective undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and survey).

**END OF RECORDED DOCUMENT**