

# UNOFFICIAL COPY

## DEED IN TRUST

25 318 035

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 with claims  
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.

PARTI 4665E 344 JK

COOK COUNTY CLERK  
FILED  
1980 JAN 14 10 08

*Lindsay Olson*  
RECORDED  
25318035

10.00

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 paths, streets, highways or alleys to create any subdivision of part thereof and in subdivisible parts, to create 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 all or 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 a warranty 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 part thereof, from time to time, in possession or reversion, by lease in fee simple 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, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to vacate or make leases and to grant options to renew, lease and option to purchase the whole or any part of the reversion and to convey respecting the manner of paying the amount of principal or future rentals in partition or in exchange said real estate or any part thereof, for other part or personal property, to grant easements or charges of any kind, to receive money, to 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 a person owning the same to deal with the same when 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, restricted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to verify the application of any purchase money lent or money borrowed or advanced on said real estate, or to inquire into the terms of this deed or into the application of any of the terms of said Trust Agreement and every deed, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusively evidence in favor of every person, including the Registrar of Titles of said county, relying upon or acting 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, 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 hereunder, that said Trustee, or any successor in trust, was fully authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and that 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, said trustee, duties and obligations of its, his or their predecessor in trust).

This conveyance is made upon the express understanding and intention 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 in or to do with or their agents or attorneys may be or admit to do in or about the said real estate or under the provisions of this deed or said Trust Agreement or any amendment therein or for injury to person or property resulting in or about said real estate, any and all such liabilities 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 beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed, for such purposes as at the election of the Trustee in its own name, as Trustee of an express trust and not beneficially 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 what-ever 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, assets 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 in said real estate as such, but only an interest in earnings, assets and proceeds thereof as aforesaid the intention hereby being that the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness in or to any of 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 amend 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 and releases all 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 of otherwise.

In Witness Whereof, the grantor, 5 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 [SEAL]  
8000 BEANS TOWER CHICAGO, ILL. 60606 [SEAL]

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

is 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 set forth, including the release and waiver of the right of homestead.  
GIVEN under my hand and notarial seal this 15th day of December A.D., 19 79

My commission expires Feb. 6, 1980  
Notary Public

This space for affixing Stamps and Revenue Stamps  
This transaction exempt under provisions of Section 4-1.1 Real Estate  
Paragraph 10.1 Section 4-1.1 Real Estate  
Date 25 318 035  
Buyer, Seller or Representative

American National Bank and Trust Company of Chicago  
Box 221  
Unit 58, Merrionette Park Condominium  
Merrionette Park, Illinois  
For information only insert street address of above described property.

# UNOFFICIAL COPY

## EXHIBIT A

Unit No. 58 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. 25302604; 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).

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**END OF RECORDED DOCUMENT**