

DEED IN TRUST

26 454 694

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, RAYMOND T. KASPER and ANNETTE J. KASPER, his wife 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 and We grant 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 16th day of December 19 82, and known as Trust Number 56156 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 4 in Hiawatha Trail, a subdivision of part of the South West 1/4 of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 7, 1956 as Document 16,661,012 in Cook County, Illinois.

10.00

This Document Prepared By: Kenneth F. Boula 303 N. Northwest Highway Barrington, Illinois 60010

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts 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, direct and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or part thereof and to vend, lease 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, power 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, to lease to tenants in gross or in fee, 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 conditions thereof at any time or times hereafter, to contract to make leases and to lease or to lease with 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 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 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, and in all other ways or similar to 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 any 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 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 claiming under the Registrar of Titles of said county relating to any claim made under any such mortgage, lease or other instrument, (as that at the time of the delivery thereof the trust created by this indenture and said Trust Agreement was in full force and effect, (b) that such mortgage or other instrument was executed in accordance with the trust conditions and limitations stated 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, lease, mortgage or other instrument and (d) if the mortgage 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 him 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 successors or assigns in trust shall incur any personal liability or be subjected to any claim, judgment or decree for an attorney 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 thereof, or for injury to person or property arising in or about said real estate, any and all such liability being hereby expressly disclaimed 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 name or the name of the beneficiaries under said Trust Agreement or its attorneys-in-fact, hereby irrevocably authorized 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 satisfaction 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, rents 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, rents 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 hereafter registered, the Registrar of Titles is hereby directed not to register or issue in the certificate of title or duplicate thereof, 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 S... hereby expressly waives... and release... any 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, S... aforesaid has VE hereunto set their hand S and seal this 16th day of December 1982

RAYMOND T. KASPER [SEAL] ANNETTE J. KASPER [SEAL]

STATE OF Illinois, I, Linda D. Johnson, a Notary Public in and for said County of Kane, do hereby certify that Raymond T. Kasper and Annette J. Kasper, his wife

personally known to me to be the same person S... whose name S... are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

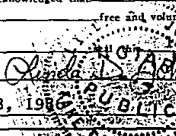
GIVEN under my hand and seal this 16th day of December A.D. 19 82

My commission expires September 8, 1986

American National Bank and Trust Company of Chicago, 200 W. Hiawatha Trail, Box 221

EXEMPT UNDER PROVISIONS OF PARTIAL TRUSTEE ACT, SECTION 4, REAL ESTATE TRUST ACT, DATE 11/11/82, Spectra S. Anderson, Illinois State Bar Association

26 454 694



UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1983 JAN -3 AM 11: 23

Sidney H. Olson

RECORDER OF DEEDS

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT