

DEED IN TRUST

26457804

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JEAN L. HOMEYER, a spinster, of the County of COOK and State of ILLINOIS, for and in consideration of the sum of Ten and other good and valuable consideration Dollars (\$ 10.00--- ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 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 23rd day of December 1982, and known as Trust Number 56603 the following described real estate in the County of COOK and State of Illinois, to wit:

THE NORTH 1/2 OF LOT 35 AND ALL OF LOT 36 IN BLOCK 2 IN A. W. COOK'S SUBDIVISION OF BLOCKS 1 and 9 IN ANDREW'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2-3 unit x SC91846

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the covenants, 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, purchase and subdivide said real estate or any part thereof, to dedicate, grant, street, highways or alleys to create any subdivision or part thereof, and to reimburse 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 continuation or reversion, by leases 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 premises and to contract respecting the manner of fixing the amount of future consideration in or to or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or rights, in 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 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 bound 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 the authority, necessity or expediency of any act of said Trustee, or be obliged or restricted 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 dealing with any such mortgage, 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 mortgage or other instrument was executed in accordance with the terms, 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 seized of 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 done by or for 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 persons or property happening in or about said real estate, 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 any one or more 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 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 whatever 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, interest or equitable claim in or about said real estate as such, but only an interest in earnings, profits and proceeds thereof 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 related, 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, in accordance with the statute in such case made and professed.

And the said grantor hereby expressly waives, releases and conveys, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or non-taxability from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 30th day of December 1982.

JEAN L. HOMEYER (Signature and Seal)

STATE OF ILLINOIS, County of COOK, ss. ADELA BARRON, Notary Public in and for said County, in the State aforesaid, do hereby certify that JEAN L. HOMEYER is personally known to me, and acknowledged that she executed the foregoing instrument, and that she executed the same as her free and voluntary act, for the uses and purposes therein set forth, including the release and satisfaction of her indebtedness.

GIVEN under my hand and seal this 30th day of December 1982 A.D., 1982. Adela J. Barron, Notary Public. My commission expires November 21, 1983.

American National Bank and Trust Company of Chicago, Box 221. For information only insert street address of above described property.

Vertical text on the right side of the page, including 'This space for affixing Riders and Revenue Stamps' and a signature.

Document Number: 26457804

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