

DEED IN TRUST

26 464 547

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MARY DENISE KELLY, now married to Robert Volger, BERNARD S. KELLY and AMELIA P. KELLY, 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 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 28th day of December 19 82, and known as Trust Number 56639

the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 288 in Rudolph's Subdivision of Block 4 and 5 in Ogden's Subdivision of the South West 1/4 of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD RECORDER OF DEEDS

1983 JAN 11 AM 11:18 26464547

The property does not constitute the homestead of the grantors.

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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, repair, protect and subdivide said real estate or any part thereof, to dedicate parts thereof to public use, to sell, lease, convey, mortgage, or otherwise encumber said real estate, or any part thereof, for any period or periods of time, not exceeding in the case of any single mortgage, pledge or otherwise encumber said real estate, or any part thereof, for any period or periods of time and to amend, change or modify leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of filing of the same, to partition or to exchange or interest in or about or encumbrance of said real estate or any part thereof, 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 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 to 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 privileged 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 claiming under any such conveyance and effect; (b) that such conveyance or other instrument 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 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 vested 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 successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree of anything it 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, nor for injury to person or property happening in or about said real estate, nor 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 the then beneficiary 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 indistinctly (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, avails 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 in the event of the intestacy of any 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, avails 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 registered, the Registrar of Titles is hereby directed not to register or note on 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 and releases 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 have hereunto set their hand(s)

on this 3rd day of January 19 83

Bernard S. Kelly [SEAL] Mary Denise Kelly [SEAL] Amelia P. Kelly [SEAL]

STATE OF Illinois ) I, James P. Gallagher, a Notary Public in and for said County of Cook ) do hereby certify that Mary Denise Kelly, now married to Robert Volger, Bernard S. Kelly and Amelia P. Kelly, 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 3rd day of January A.D., 1983

My commission expires April 16, 1984

American National Bank and Trust Company of Chicago Box 221 Prepared by: James P. Gallagher 303 E. Wacker Dr., Chicago, IL 2141 W. Warner, Chicago, IL For information only insert street address of above described property.

COOK COUNTY, ILLINOIS CANCELLED STATE OF ILLINOIS DEPARTMENT OF REVENUE TAX REVENUE JAN 11 1983 26464547 CITY OF CHICAGO REAL ESTATE TRANSACTION TAX 26464547

608 86 966 - C 282612

END OF RECORDED DOCUMENT