

DEED IN TRUST

26 467 925

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, HARRIET C. ZYSKOSKI, a widow and not since remarried 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 Warranty to 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 9th day of December 19 82, and known as Trust Number 56155, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 1 in Block 5 in Austin Gardens, being a subdivision of the East 20 acres of the North half of the South West quarter and the North half of the West half of the West half of the South East quarter of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

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

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 parks, streets, highways or alleys to vacate any subdivision or part thereof, and to redivide 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 demise, to dedicate, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, in lease said real estate, or any part thereof, from time to time, in possession 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 reversion and in 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 egresses of any kind to enter, create or assign any right, title and/or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate in any other way or in any other manner 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 moneys borrowed or advanced on said real estate, or be obliged to see that the terms of this deed or said Trust Agreement or an amendment thereto, or the failure to perform or non-performance in or about said real estate, any 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 the Trust, or in the name of a Trustee or Trustees 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 whatsoever shall be charged with notice of this condition from the date of the filing of this deed.

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 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 an amendment thereto, or the failure to perform or non-performance in or about said real estate, any 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 the Trust, or in the name of a Trustee or Trustees 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 whatsoever shall be charged with notice of this condition from the date of the filing 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 of 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 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 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 S... and release S... 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, aforesaid has hereunto set her hand and seal this 9th day of December 19 82

Harriet C. Zyskoski [SEAL] HARRIET C. ZYSKOSKI [SEAL]

STATE OF Illinois I, Linda D. Johnson, a Notary Public in and for said County of Kane County, in the State aforesaid, do hereby certify that Harriet C. Zyskoski, a widow and not since remarried

personally 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 seal this 9th day of December A.D., 19 82 Linda D. Johnson Notary Public

My commission expires September 8, 1988

American National Bank and Trust Company of Chicago 5901 W. Cornelia Box 221 For information only insert street address of above described property.

CHAPTER 1 UNDER PROVISIONS OF PARAGRAPH 1 E ESTATE TRANSFER ACT, SECTION 4, REAL DATE 12/9/82 Linda D. Johnson Buyer, Seller or Representative

Document Number 26 467 925

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Sidney H. Olson
RECORDER OF DEEDS
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COOK COUNTY, ILLINOIS
FILED FOR RECORD
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