

DEED IN TRUST

26719950

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, HENRY J. OLIVIERI, who is married to ANN M. OLIVIERI, COOK and State of ILLINOIS, for and in consideration of the sum of TEN Dollars (\$ 10.00), hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S 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 27th day of JULY 19 83, and known as Trust Number 58700 the following described real estate in the County of COOK and State of Illinois, to wit:

LOTS 17, 18, 19, 20 and 21 IN BLOCK 1 IN MILLER'S 79TH STREET AND KEDZIE AVENUE MANOR, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PREPARED BY:

HENRY J. OLIVIERI, JR., Esq. 111 W. Washington St. Chicago, Illinois 60602

WMA X-027 04015

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 adivit, said real estate or any part thereof, to dedicate paths, streets, highways or alleys to public use, to subdivide or part thereof, and to transcribe said... 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 of successors in trust and to grant to such successors in trust all of the title, estate, powers and authority... to donate, to distribute, to mortgage, to pledge, or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, and to assign, change or modify lease and the terms and conditions thereof at any time or times hereafter, to contract to make lease and to grant options to lease and to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fitting the amount of said... to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant assignments or charges of any kind, to release, convey or assign any right, title or interest in or claim to said real estate or any part thereof, and to deal with said real estate and every part thereof to 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 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 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 privileged to inquire into or see to 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 Register of Titles of said county) relying upon or claiming under the same, and the lease or other instrument, (b) 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, (c) 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 thereto, if any, and binding upon all beneficiaries hereunder, (d) 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 (e) if any 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, right, power, 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 have any personal liability or be subjected to any claim, judgment or decree for searching 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 therein, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released, and no contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced by or in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 whosoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interests 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 amounts, 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 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, avails and proceeds therefrom 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 the 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 Register 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, and releases, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, pertaining to redemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 27th day of JULY 1983

ANN M. OLIVIERI, for release of HENRY J. OLIVIERI, homestead rights only

STATE OF ILLINOIS, NANCY SCOTT, a Notary Public in and for said County of COOK, do hereby certify that HENRY J. OLIVIERI, who is married to ANN M. OLIVIERI, is

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 27th day of JULY 1983 A.D., 19 83

My commission expires 8/84

American National Bank and Trust Company of Chicago 7800 South Kedzie Avenue, Chicago, IL Box 443 For information only (insert street address of above described property).

7/27/83 Section 900.148 of the Chicago Transaction Tax Ordinance, Section 160.1-200 of under provisions of Paragraph E, Section 900.148 of the Chicago Transaction Tax Ordinance.

Notary Public in and for the State of Illinois Nancy Scott

26719950

UNOFFICIAL COPY

Handwritten signature

FEEL FREE
COOK COUNTY

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10.00

Property of Cook County Clerk's Office

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Box 443

END OF RECORDED DOCUMENT