

UNOFFICIAL COPY

DEED IN TRUST

26 902 655

Form 191 Rev. 11-71

The above space for recorder's use only.

69-31-0130

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, STANA JAMINA, married to DRAGO JAMINA, and DRAGO JAMINA, her husband, of the County of Cook and State of Illinois, for and in consideration

of the sum of TEN and no/100ths----- Dollars (\$ 10.00-----),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey Claims and Quit-Claims 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 5th day of December 1983, and known as Trust Number 59831,

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

The East 33 1/3 feet of the West 50 feet of Lot 13 in Block 2 in J. Arnold Scudders Subdivision of the South East 1/4 of the North East 1/4 of the North East 1/4 of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED HEREIN

Subrogated
RECORDER OF DEEDS

THIS INSTRUMENT WAS PREPARED BY
MARSHALL J. MOLTZ
178 West Washington Street
Chicago, Illinois 60602

1983 DEC 20 PM 1:15

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10.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, to 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 streets, 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, to lease, to lease 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 reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time and to amend, change or modify leases and the demise the term of 198 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, in contract to make leases and to grant options to lease and options to renew leases and options to terms and provisions thereof at any time or times hereafter, in 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 to contract respecting the manner of listing, 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 rights of any kind, to lease, convey or assign any right, title and interest in or about or easement appurtenant to 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 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 of the 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 authorized to inquire into any of the terms of said Trust Agreement; and every 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, 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 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 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 its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree or anything in or by or for or through 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 person or property happening 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 the Trustee in its own name, as Trustee of 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 assets and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations who sever 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, profits and proceeds arising from the sale or 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 about the 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 and to the said 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, and releases, 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

seal this 6th day of December 1983
Stana Jamina [SEAL] Drago Jamina [SEAL]
STANA JAMINA [SEAL] DRAGO JAMINA [SEAL]

STATE OF Illinois I, the undersigned, a Notary Public in and for said County of Cook ss. County, in the State aforesaid, do hereby certify that STANA JAMINA, married to Drago Jamina, and Drago Jamina, her husband

personally appeared before me, the same person whose name is she subscribed to the foregoing instrument, appeared before me in this person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release of the said real estate as aforesaid.

GIVEN under my hand and seal of office as Notary Public in and for said County of Cook, Illinois, this 5th day of December, 1983

My commission expires July 29, 1985

American National Bank and Trust Company of Chicago 5641 W. Eastwood, Chicago, Illinois
Box 443 For information only insert street address of above described property.

Exempt under provisions of Paragraph 1, Section 200.1-1B of the Chicago Property Transfer Tax Act, and Paragraph 1, Section 200.1-1-21K of the Chicago Property Transfer Tax Act, and Paragraph 1, Section 200.1-1-21K of the Chicago Property Transfer Tax Act.

Notary Public in and for Cook County, Illinois

Notary Public in and for Cook County, Illinois

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END OF RECORDED DOCUMENT