

UNOFFICIAL COPY

DEED IN TRUST

26975943

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, BUN SUNG KIM and EUN KYONG KIM, his wife of the County of Lake 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 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 31st day of January, 1984, and known as Trust Number 60354 the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 109, 114 and 115 in White and Cole's Resubdivision of Block 1 in Stave (morgan's) subdivision of that part of the North East quarter of Section 36, Township 0 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO general real estate taxes for the year 1983 and subsequent years, all covenants, conditions and restrictions of record; and FURTHER SUBJECT TO Mortgage dated August 8, 1978 and recorded August 17, 1978 as Document 24 587 575 made by Alexander Petrovic and Vivian Petrovic, his wife, to Chicago Title and Trust Co. to secure a note for \$64,000.00 and Agreement dated January 25, 1983 and recorded March 10, 1983 as Document 26 432 224; and further subject to Second Mortgage dated January 25, 1983 and recorded January 27, 1983 as Document 26 485 530 made by Bun Sung Kim and Eun Kyong Kim, his wife, to Chicago Title and Trust Co. to secure a note for \$46,349.09, both of which mortgages the above-named Grantees' beneficiaries agree to assume the payment of the remaining balance until fully paid.

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 resubdivide 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 possession or reversion, by leases to commence in present or in future, and upon any terms and for any term or terms 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 to contract respecting the manner of fixing the amount of rent 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 charges of any kind, to release, convey or assign any right, title or interest in or about or 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 obligated 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 deed have been complied with, or be obliged to inquire into the substance, necessity or expediency of any act of said Trustee, or the obligations or privileges 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) said person) dealing up 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 a 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 hereunder, (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 in all 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 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 thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived, released and discharged, 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 beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in the 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 available 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 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 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 the 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 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, 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hand S and seal this 31st day of January 1984

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 BUN SUNG KIM and EUN KYONG KIM, 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 notarial seal this 31st day of February A.D. 1984

My commission expires 2-24-1986

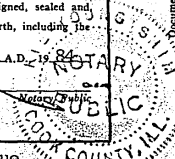
American National Bank and Trust Company of Chicago 2050 North Milwaukee Avenue Chicago, Illinois 60622

Vertical text on the right side: Section 17-1, Real Estate Transfer Tax Act, 1/31/84, Date, Bureau: Seller or Representative

Vertical text on the right side: This space for affixing Riders and Revenue Stamps

Vertical text on the right side: THIS INSTRUMENT WAS RECORDED BY KIE YOUNG CHOI ATTORNEY AT LAW CHICAGO, ILL. 60611 77 WEST WASHINGTON STREET CHICAGO, ILLINOIS 60601

Vertical text on the right side: Document Number 26975943



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