

DEED IN TRUST

26987854

29 FEB 84

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTORS Harry F. McDonagh, Jr., and Jeanne M. McDonagh, his wife of the County of Cook and State of Illinois, for and in consideration

10.00

of the sum of TEN AND NO/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 24th day of February 19 84, and known as Trust Number 60396, the following described real estate in the County of Cook and State of Illinois, to wit: LOT 3 in SPRUCEWOOD VILLAGE UNIT NO. 3, being a subdivision of part of the South half of the North half of the Southeast quarter of Section 30, Township 42 North, Range 13, East of the Third Principal Meridian, also of the South 50.0 feet of the East 130.0 feet of Lot A in Sprucewood Village Unit No. 2, being a subdivision of part of the South half of the North half of the Southeast quarter of Section 30 aforesaid, all in Cook County, Illinois.

SUBJECT TO: See Exhibit A attached hereto

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms 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 create 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 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 lease to commence in the present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any lease the term of 108 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 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 charges of any kind, to release, convey or assign any right, title or interest in or about or appertaining to said real estate or any part thereof, and to do all and every act and thing that he or she may deem proper or for such other considerations as it would be lawful for any person owning the same to deal with the same, what is 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 that the terms 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, or be obliged to see that the terms 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, contracted, 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 Trustee, or its assigns, 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 for record of this Deed.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, its trustee 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 done by it or its trustee or successors or attorneys may do or omit to do in or about 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, contracted, 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 Trustee, or its assigns, 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 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 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 grantors hereby expressly waive, and release, 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 grantors aforesaid have hereunto set their hand and seal on this 28th day of February 19 84.

Handwritten signatures of Harry F. McDonagh, Jr. and Jeanne M. McDonagh.

STATE OF ILLINOIS, County of COOK, Michael S. Tepper, a Notary Public in and for said County of COOK, in the State aforesaid, do hereby certify that HARRY F. McDONAGH, JR. and JEANNE M. McDONAGH, his wife, who are

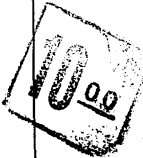
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 28th day of February A.D. 19 84.

My commission expires 2/12/87

C 208/134

This instrument prepared by: Harry F. McDonagh, Jr., 3117 Sprucewood Road, Wilmette, IL



This space for affixing Riders and Revenue Stamps. This instrument is exempt for revenue stamps under Section 200-1-2(b) 6(e)

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EXHIBIT A

Conveyance of the property commonly known as 3117 Sprucewood Road, Wilmette, Illinois 60091 is subject to:

- (a) usual and customary covenants, conditions and restrictions of record;
- (b) private, public and utility easements; and
- (c) general taxes for the year 1983 and subsequent years.

Property of Cook County Clerk's Office

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