

UNOFFICIAL COPY

26048963

DEED IN TRUST
Prepared by Siebel & Siebel, 29
S. LaSalle St., Chicago, IL
Form 191 Rev. 7-27 60603

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **DAVID L. ROGERS**
of the County of **Cook** State of **Illinois**, for and in consideration
of the sum of **Ten and no/100's** Dollars (\$ **10.00**)
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey **S
Quit Claims**
and ~~XXXXXX~~ 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 **9th** day of **October** 19 **81**, and known as Trust Number **54047**
the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

**Lot 13 in Block 4 in Fullerton's Second Addition to Chicago
being a Subdivision of that part of the South 1/2 of the
South East 1/4 of Section 30, Township 40 North, Range 14,
East of the Third Principal Meridian, Lying East of the
Chicago and Northwestern Railway and of that part lying West
of said Railway and East of Clybourn Avenue, in Cook County,
Illinois.**

Exempt under provisions of Paragraph **e**, Section 4,
Real Estate Transfer Tax Act.

October 9, 1981
Date

Marvin H. Barish
Buyer, Seller or Representative

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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, its assigns, manager, protect and substitute said real estate or any part thereof, to dedicate parks,
streets, highways or alleys, to vacate any subdivision or part thereof and to partition 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 suc-
cessors 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, lease or otherwise encumber said real estate, or any part thereof, of 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, not exceeding in the case of any single
lease 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, 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 premises and to contract respecting the management of the amount of present or future rentals to partition of or exchange
said real estate, or any part thereof, for other real or personal property, to grant, to make, to execute, to assign or assign any right, title
or interest in or about or connected 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 do 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 in any way to the application of any trust
purchase money, rent or moneys 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 any successor in trust, or be obliged to inquire into any of the terms of said
Trust Agreement, and every deed, lease, 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 claiming the same, and the Registrar of Titles of said county relying upon any such conveyance,
lease or other instrument, and 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 trust, conditions and limitations contained in this Indenture
and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficial owners, so that said Trustee or any successor
in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument and (c) 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 title or their predecessor in trust.

This conveyance is made upon the express understanding and condition 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 anything done or omitted by it or
its 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, and all such liability being hereby expressly waived and released. Any
restriction, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced by it in the name of the then
beneficiaries under said Trust Agreement as their attorney-in-fact hereby irrevocably appointed for such purposes, or by 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 to the extent of the trust property and funds in its actual possession. The Trustee shall be applicable to 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 it or any of them, shall be only
in the earnings, avails 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, 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 conditions or "with limitations," or words of similar import, in accordance with the statute in
such case made and provided.

And the said grantor **S**, hereby expressly waives **S** and releases **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 benefits from sale or execution or otherwise.

In Witness Whereof, the grantor aforesaid has **S** hereto set **his** hands, and
seal, this **9th** day of **October** 19 **81**
[SEAL] *David L. Rogers* [SEAL]
David L. Rogers [SEAL]

STATE OF **Illinois**) I, **Marvin H. Barish**, a Notary Public in and for said
County of **Cook**) ss. County, in the State aforesaid, do hereby certify that **David L. Rogers**

M. H. B.
personally known to me to be the same person, whose name is **he** subscribed to the foregoing instrument,
and who is in person and acknowledged that **he** signed, sealed and
delivered the foregoing instrument as **his** free and voluntary act, for the uses and purposes therein set forth, including the
purpose of **quit claims** and the sale of homestead.
witness my hand and seal this **9th** day of **October** A.D. 19 **81**
Marvin H. Barish Notary Public

My commission expires **October 1, 1984**

American National Bank and Trust Company of Chicago
Box 221
2529 N. Marshfield, Chicago, IL
For information only insert street address of
above described property.

Exempt under provisions of Paragraph **e**, Section 4,
Real Estate Transfer Tax Act. 95104 Par.
Date **October 9, 1981**
Buyer, Seller or Representative
Date **October 7, 1981**
S. **940 97**

DEED OF RECORDED DOCUMENT