

UNOFFICIAL COPY

DEED IN TRUST

26054635

1981 NOV 10 PM 2 08

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **JOSEPH KUHN and his wife,**
THERESIA KUHN, HELEN CAREY and REINHOLD LEHMANN.
of the County of Cook and State of Illinois

, for and in consideration

of the sum of **Ten -----** **071001-559405-----** **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

10.00

Agreement, dated the **Sixth** day of **November 1952**, and known as Trust Number **9448**
the following described real estate in the County of **Cook** and State of Illinois, to wit:

Lots One (1) and Two (2) in Block Eight (8) of
Miller's Subdivision of the Southwest Quarter
(SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) (except the
first 511 feet) in Section Seven (7), Township
Forty (40) North, Range Fourteen (14) East of
the Third Principal Meridian, commonly known as
5216-22 North Wolcott Street, Chicago, Illinois.

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Exempt under Part I, Part II, Part III, Part IV,
Part V & Cook Co. Land Tax Par.

Date. **11-10-81**

Sign: *Theresa Kuhn*

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, let and subdivide said real estate or any part thereof, in whole parts, strips, highways or alleys or areas or subdivisions or parts thereof, and to lease said real estate as often as desired to maintain it well, to agree, option 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 successors or successors in trust all of the rights, powers and authorities vested in said Trustee, to donate, to dedicate, to lease, to exchange, to mortgage, to give, to sell, to convey, to assign, to lease, to let, to give, to put into trust, to hold or to part with, and to make any conveyance, reversion, by leases in remittance or 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 10 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 conditions at any time thereon; and to enter into contracts relating thereto for the letting or leasing of said real estate, to purchase the whole or any part of the reversion or to contract respecting the manner of fit up the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real property, to agree, let and to give, to let or lease, to give, to assign, to transfer, to put into trust, or any other right, title or interest in or to said real estate, to assign, reassign or otherwise deal with said real estate or any part thereof, to sell with said real estate or any part thereof to all persons entitled thereto and for such other considerations as it would be lawful for any person owning the same to do, 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 the real estate, or to whom said real estate or any part thereof has been devised or bequeathed by said Trustee, or any person dealing with the said real estate, or any party dealing with said Trustee, or any party purchasing money, rent or value 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 compelled to inquire into any of the terms of said Trust Agreement or any amendment thereto, and no notice of any such non-compliance shall be given to said Trustee, and no action or proceeding against said Trustee shall be conclusive evidence in favor of every person (including the Register of Titles of said Trustee) 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 of said Trust Agreement was in full force and effect, and (b) that the term of the trust, if any, had not expired; provided, however, that the said powers of said Trustee, notwithstanding the termination of this trust, or of any amendment thereto, or in any amendment thereto, (i) shall be limited to the acts hereinabove set forth, (ii) shall be subject to such restrictions as may be imposed by law, (iii) shall be limited in duration to the time remaining in the duration of the original trust, and (iv) shall be subject to such restrictions as may be imposed by the laws of the state in which this trust was created, and to any such other conditions as it would be lawful for any person owning the same to do, whether similar to or different from the ways above specified, and for such other considerations as it would be lawful for any person owning the same to do, whether similar to or different from the ways above specified, at any time or times hereafter.

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 his successors or successors in trust shall bear 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 of said Trust Agreement or any amendment thereto, or the obligations or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced in its name by the beneficiaries under said Trust Agreement or the beneficiaries in fact, hereby irresponsibly stipulated for such purpose, or, at the election of the Trustee, in its own name and for its own benefit, or for the benefit of the beneficiaries under the said Trust Agreement, to cause to be enforced in its name by the beneficiaries under said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, it is, 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 to transact and do all acts which may be necessary or proper to effectuate the purposes of this Deed and the conditions of this trust, and that all such acts and deeds shall have been properly appointed, and are duly verified with all the title, estate, rights, powers, authorities, ditties and obitties of his or their predecessors in title.

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 his successors or successors in trust shall bear 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 of said Trust Agreement or any amendment thereto, or the obligations or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced in its name by the beneficiaries under said Trust Agreement or the beneficiaries in fact, hereby irresponsibly stipulated for such purpose, or, at the election of the Trustee, in its own name and for its own benefit, or for the benefit of the beneficiaries under the said Trust Agreement, to cause to be enforced in its name by the beneficiaries under said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, it is, 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 to transact and do all acts which may be necessary or proper to effectuate the purposes of this Deed and the conditions of this trust, and that all such acts and deeds shall have been properly appointed, and are duly verified with all the title, estate, rights, powers, authorities, ditties and obitties of his or their predecessors in title.

All persons and corporations whomsoever 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 hereinunder and under said Trust Agreement, and of all persons claiming under them or any of them shall be only in the earnings, stalls and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be in fee simple, and not in fee simple heretofore shall be construed to mean in fee simple, unless otherwise specifically stated, but thereafter in fee simple, or in fee simple and so far as aforesaid the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire trust 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 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 laws of the state made and provided.

And the said grantor, **S.**, hereby expressly waive **S.**, and release **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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, **S.**, aforesaid have, hereunto set their hands, this

seal, **S.** this **2nd** day of **July**, **19 81**

<i>Joseph Kuhn</i> [Seal]	<i>Helen Carey</i> [Seal]
<i>Theresa Kuhn</i> [Seal]	<i>Reinhold Lehmann</i> [Seal]
<i>Theresa Kuhn</i> [Seal]	<i>Reinhold Lehmann</i> [Seal]

STATE OF **Illinois**, **Joseph Abod**, a Notary Public in and for said County of **Cook**, **County, in the State aforesaid, do hereby certify that Joseph Kuhn and his wife, Theresa Kuhn, Helen Kuhn Carey, and Reinhold Lehmann**

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

Gave my hand and seal this **2nd** day of **July**, **A.D. 19 81**

Notary Public

American National Bank and Trust Company of Chicago
Box 221

For information only insert street address of
above described property.

This space for affixing Rider and Revenue Stamps

Prepared By: **Maurice G. Sieberg**
10 S. LaSalle Street
Chicago, Illinois

Document Number:
569492

END OF RECORDED DOCUMENT