

5876826

DEED IN TRUST

26095836

1981 DEC 29 AM 9 39

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, ROBERT A. GIFFORD and JANICE M. GIFFORD, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and No/100 Dollars (\$10.00),

10.20

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 4th day of December 19 81, and known as Trust Number 54362 the following described real estate in the County of Cook and State of Illinois, to wit:

587-68-26

PARCEL I: Unit 1, Area 4, Lot 4 in Provincetown Homes Unit No. 1, being a Subdivision of part of the Northeast 1/4 of Section 3, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL II. Easements appurtenant to the above described real estate defined in Declaration dated November 25, 1969 and recorded as Document No. 21,023,538 and as amended in instrument dated February 13, 1970 and recorded as Document No. 21,080,894.

PREPARED BY: SHELDON ROSING 26095836 120 West Madison, Suite 918 Chicago, Illinois 60602

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 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 any successor or successors in trust all the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease 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 period or periods of time, not exceeding in the case of any single lease 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 or to grant options to lease and options to renew leases and options to purchase said real estate, or any part thereof, for other real or personal property, to grant easements or other rights of any kind, to release, convey or assign any right, title or interest in or to any part of 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 may 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 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 privileged 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 Heirs and assigns of said Trustee) claiming upon or claiming under any such mortgage, 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 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 thereof, (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, anything in or by 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 thereof, 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 it in the name of the then beneficiaries under 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 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 a joint tenancy, 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 interest 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 heretofore registered, the Registrar of Titles is hereby directed not to register or note a 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 this case made and enacted.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all laws 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 and seal this 29th day of December, 1981.

Robert A. Gifford (Seal) Janice M. Gifford (Seal) ROBERT A. GIFFORD (Seal) JANICE M. GIFFORD (Seal)

STATE OF ILLINOIS, I, SHELDON ROSING, a Notary Public in and for said County of COOK, County, in the State aforesaid, do hereby certify that ROBERT A. GIFFORD and JANICE M. GIFFORD, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 29th day of December, 1981, 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 provided for in the statute in this case made and enacted.

Notary Public Seal

GIVEN under my hand and seal this 29th day of December, A.D. 19 81 Sheldon Rosing Notary Public

American National Bank and Trust Company of Chicago SHELDON ROSING 120 W. MADISON CHICAGO ILL

144 Williamsburg Country Club Hills For information only insert street address of above described property.

This space for affixing Stamps and Revenue Stamps

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