

DEED IN TRUST

26367473

Form 191 Rev. 11-71

SEP 30 PM 2 04

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JAMES K. MILLER and MARGO MILLER, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100ths 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 21st day of September, 1982, and known as Trust Number 56024, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 5 in Block 3 in Cave's Subdivision of certain lots in Blocks 1, 2, 3 and 5 in Meeker's Addition to South Chicago, said Addition being a Subdivision of the North West 1/4 of the North West 1/4 North of the Indian Boundary Line in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 26-06-101-013 Vol. 295

This instrument prepared by: LOUIS B. CHRISTOPHER 180 North LaSalle Street Chicago, Illinois 60601

TO HAVE AND TO HOLD the said real estate with the covenances, 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 of 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, 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 99 years, and to renew or extend leases upon any terms and conditions, to make leases and to grant options to lease and options to purchase the whole or any part of the premises and to contract to do so, 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 purchase the whole or any part of the premises, or any part thereof, for other real or personal property, and to execute and perform all covenants or charges of any kind, to release, convey or assign any right, title and 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 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 claiming title to said real estate under any such instrument, in relation to said real estate 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 said conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all parties thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, 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 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, demand or decree for anything in or by them or its or their agents 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 and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with this deed 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 of all the trustees of the Trustee, in its own name, as Trustee of an express trust and not individually, but the Trustee shall have no obligation whatsoever, 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 shall be charged with notice of this condition from the date of recording 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 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 exceptions or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S... aforesaid have hereunto set their hands and seals this 21st day of September, 1982.

JAMES K. MILLER (SEAL) MARGO MILLER (SEAL)

LOUIS BERNARD CHRISTOPHER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES K. MILLER and MARGO MILLER, his wife

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

GIVEN under my hand and seal this 21st day of September, A.D., 1982. Louis Bernard Christopher, Notary Public

My commission expires July 14, 1984 American National Bank and Trust Company of Chicago 8714 South Essex, Chicago, IL.

END OF RECORDED DOCUMENT

Vertical stamp: Example and... 26367473 Document Number