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COOK CO. NO. 016

DEED IN TRUST

COOK COUNTY, ILLINOIS FILED FOR RECORD

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Form 191 Rev. 11-71

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13-33-229-011

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Joseph R. Mierkiewicz and Patricia A. Mierkiewicz, 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) 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 seventeenth day of January, 1985, and known as Trust Number 63345 the following described real estate in the County of Cook and State of Illinois, to wit: **Lot 4 in the Subdivision of Lot 5 and Part of Lot 4 in County Clerk's Division of the East 3/4 of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded May 31, 1928 as Document 10041254 in Cook County, Illinois.** Commonly known as 2015-17 N. Lamon, Chicago, IL 60639 (RE PIN 13-33-229-011-0000) SUBJECT TO: Mortgage dated Jan. 23, 1978 and recorded Jan. 31, 1978 as Doc. No. 24306009 made by David K. Hansen to Percy Wilson Mortgage & Finance Corp.; Trust Deed dated Dec. 29, 1983 and recorded Jan. 5, 1984 as Doc. No. 26918682 made by Joseph R. Mierkiewicz and Patricia A. Mierkiewicz, his wife, to Chicago Title & Trust Co.; Assignment of Rents date, Jan. 29, 1983 and recorded Jan. 5, 1984 as Doc. No. 26918683 by Joseph R. Mierkiewicz and Patricia A. Mierkiewicz, his wife, to David K. Hansen; Covenants, conditions and restrictions of record; private, public and utility easements; roads and highways, party wall rights and agreements; Existing leases and tenancies; General taxes for the year 1984 and subsequent years.

TO HAVE AND TO HOLD the said real estate with the appurtenances, to 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 as often as desired, to contract to sell, to grant streets, highways or alleys to be sold, leased or mortgaged by said Trustee, or any successor in title, 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 full estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease or retention, the term of 99 years, and to renew, to amend, change or modify leases and to terminate the same, to release, to cancel, to discharge, to assign, to grant, to make, to execute, to confirm, to execute, to amend, to change or modify leases and to purchase the whole or any part of the reversion and to contract to purchase the same, and to execute and deliver any and every deed, mortgage, or other instrument in all other ways 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 interest 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 title, 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 to the terms of this Trust Agreement, or to see to the discharge of any of the terms of said Trust Agreement and every 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 Registrar of Titles of said county) 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 was in full force and effect, and (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture, and in said Trust Agreement and in all amendments thereof, if any, and binding upon all beneficiaries thereof, and (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 validly 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 the 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, or any fine or penalty or any costs or expenses or attorneys fees or costs or any other liability or expense, or be liable in damages or any other way, in relation to or arising out of or under this Deed or said Trust Agreement or any instrument executed hereunder, or for injury to person or property happening in or about said real estate, or any and all such liability being hereby expressly waived and released, except such as may be incurred by the Trustee in connection with said real estate may be entered into by the Trustee, or any successor in trust, in its own contract, obligation or indebtedness incurred or entered into by the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, 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.

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, profits 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, profits and proceeds thereof as aforesaid, the intention hereof being to treat 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 memoranda, 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... and release... any 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 grantor S... aforesaid has hereunto set their hand S... and seal S... this 19th day of January, 1985

Joseph R. Mierkiewicz Patricia A. Mierkiewicz Patricia A. Mierkiewicz

THIS DOCUMENT PREPARED BY: John C. Shepard, 5225 Old Orchard, Skokie, IL 60077

STATE OF ILLINOIS I, John C. Shepard, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Joseph R. Mierkiewicz and Patricia A. Mierkiewicz, his wife, personally known to me to be the same person S... whose name S... 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 notary seal this 19th day of January, A.D., 1985

John C. Shepard Notary Public

My commission expires July 13, 1986

American National Bank and Trust Company of Chicago 2015-2017 North Lamon Chicago, Illinois 60639 Box 221

CANCELLED Cook County DEPT. OF REVENUE STATE OF ILLINOIS JAN 23 1985 RECEIVED JAN 23 1985 07.75 1539 0973 46.00 DEPT. OF REVENUE CITY OF CHICAGO REAL ESTATE TRANSACTION TAX 60.00

END OF RECORDED DOCUMENT