

# UNOFFICIAL COPY

## DEED IN TRUST

L-32055-C2  
PHYLLIS COOK

27419568

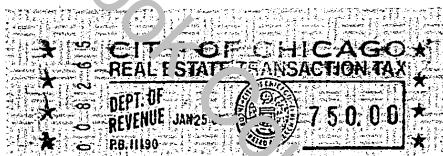
Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Nick L. Labellarte and Geraldine M. Labellarte, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00 ), in and 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 16th day of JANUARY 1985, and known as Trust Number 63110, the following described real estate in the County of Cook and State of Illinois to wit:

Lot 25 in the South 1/2 of Lot 26 in Block 1 in Gale and Welch's Resubdivision of Blocks 27, 28, 29 and 30, Lots 4 to 12 inclusive in Block 31, and all of Blocks 46 to 50 inclusive, in Gale's Subdivision of the Southeast 1/4 of Section 31 and the Southwest 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to streets, to grant, lease or otherwise dispose of any part thereof, 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, to lease 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 lease upon any terms and for any period or periods of time and to change or modify leases and the terms and provisions thereof at any time or times hereafter. In contract to make leases and charges of any kind, to create, correct or assign any right, title purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rents, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to create, correct or assign any right, title or 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 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 who 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 deed or any part thereof are 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 Registrar of Titles of said county) relying 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 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 thereof, if any, and binding upon all beneficiaries thereunder, (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 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 the, 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 successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or it 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 thereto, or for injury to persons or property incurred 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 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 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 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 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 hereby expressly waives and releases 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 hereto set their hand and seal this 17th day of JANUARY 1985

Nick L. Labellarte [SEAL]  
Geraldine M. Labellarte [SEAL]

STATE OF ILLINOIS ) I, PHYLLIS B. COOK, a Notary Public in and for said  
County of COOK ) do hereby certify that NICK L. LABELLARTE AND  
COUNTY OF GERALDINE M. LABELLARTE, HIS WIFE

S are subscribed to the foregoing instrument, personally known to me to be the same person whose name they 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 release and waiver of the right of homestead.

GIVEN under my hand and official seal this 24th day of JANUARY A.D., 19 85  
Phyllis B Cook Notary Public

My commission expires MAY 8, 1985

American National Bank and Trust Company of Chicago  
Box 221  
6014-6016 W WABANSIA  
For information only insert street address of above described property.

Space for affixing Riders and Revenue Stamps

85567106

Document Number

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25 JAN 85 11 28

JAN-25-85 981606 • 27419568 - A - Rec

11.00

Property of Cook County Clerk's Office

Cook County	
REAL ESTATE TRANSACTION TAX	75.00
REVENUE STAMP JAN 25 '85	
P.O. 11432	
0-517295	

STATE OF ILLINOIS	
REAL ESTATE TRANSFER TAX	
JAN 25 '85	75.00
DEPT. OF REVENUE	
P.O. 10861	
129977	
COOK CO. NO. 016	

11.00

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END OF RECORDED DOCUMENT