

UNOFFICIAL COPY

DEED IN TRUST

Form 191 Rev. 11-71

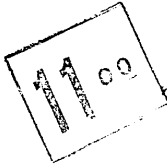
C-3458

27419069

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, City Lands Corporation, a Delaware Corporation of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/One Hundredths Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey Quit Claims 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 1st day of September, 19 84, and known as Trust Number 61590 the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto.



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, or any successor in trust, 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 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, for any period or term of time, not exceeding in the case of any single reversion, by leases to commence in present or in future, and upon any terms and for any period or term of time, not exceeding in the case of any single term the term of 99 years, and to renew or extend leases upon any terms and for any period or term of time, not exceeding in the case of any single term the term of 99 years, and to terminate or to contract to make leases and to grant options to lease and to amend, change or modify leases and the purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of interest or future rentals, 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 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 or any part thereof in all other ways 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 deed or said Trust Agreement or any other instrument executed in relation to said real estate shall be conclusively evidence in favor of any person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (c) if any 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 successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it does or its or theirs, or for injury to person or property happening in or about said real estate, or be subjected to any claim, judgment or decree for anything it does or its or theirs, 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 Trustee, 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 personal property, and 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, 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 aforesaid has hereunto set its hand and seal this 16th day of January 1985

CITY LANDS CORPORATION, a Delaware corporation [SEAL]

By: Sara J. Lindholm, President [SEAL]

STATE OF Illinois, SUSAN M. DONNELL, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Sara J. Lindholm, President of City Lands Corporation, a Delaware corporation

personally known to me to be the same person whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 seal this 16th day of January A.D., 1985

My commission expires 12/23/86

American National Bank and Trust Company of Chicago 5152-56 SOUTH BENNETT AVENUE 1834-42 EAST 72nd STREET Box 221 For information only insert street address of above described property.

Box 430

25 JAN 65 11 42

This space for affixing Stickers and Revenue Stamps. This transaction is exempt under the provisions of Paragraph (e), Section one, of the Real Estate Transfer Tax Act. Date 1-17-85 Representative: [Signature]

Document Number 27419069

UNOFFICIAL COPY

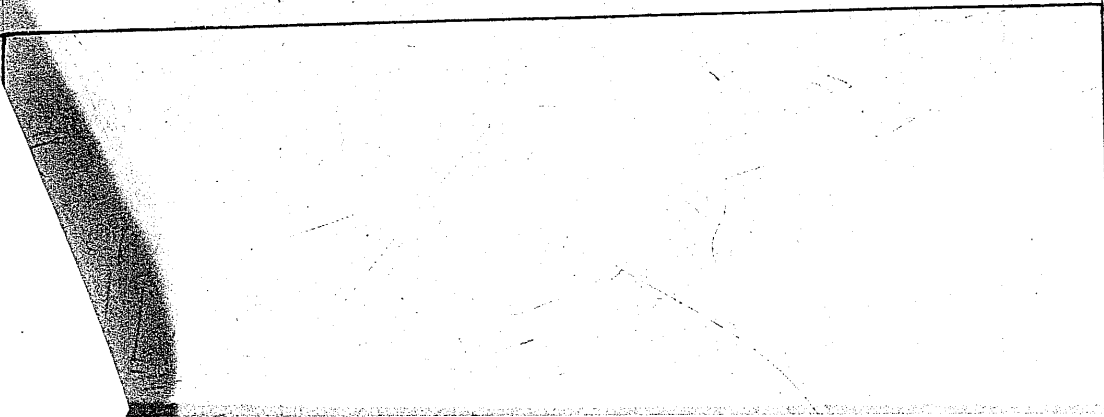


EXHIBIT A

LEGAL DESCRIPTION

Parcel #5

Lots 6 and 7 in Subdivision of the West half of the South three-fifths of Lot 3 in George W. Clarke's Subdivision of the East half of the Northwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, including the terms and provisions contained in an Option to Purchase Agreement -

Seller: Exchange National Bank under Trust #10922

Purchaser: City Lands Corporation, a Delaware corporation, or nominee

Dated: February 17, 1983

Recorded: January 31, 1984

Document #: 26950819

Property of Cook County Clerk's Office

27419069

**END OF RECORDED DOCUMENT**