

DEED IN TRUST

27020587

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, M. G. Rose and Rosalie M. Rose his wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN 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 16th day of February 19 84, and known as Trust Number 60339, the following described real estate in the County of Cook and State of Illinois, to wit:

10.20

Lot 5 in Forest Glen Addition, being a subdivision of the West 50.0 feet of Lot 6, all of Lots 7, 8 and 9, also 33.0 feet lying North of and adjoining Lot 7 and the West 50.0 feet of Lot 6; and also the Thirty-Three (33) feet lying South of and adjoining Lot seven (7) and the West Fifty (50) feet of Lot six (6); all in County Clerk's Division of the South half of the Southwest quarter of the Northwest Quarter of Section 17 together with the East 33.0 feet of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, in Township 42 North, Range 13 East of the Third Principal Meridian (except therefrom the South 33.0 feet taken for street) in the Village of Winnetka, Cook County, Illinois.

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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, erect 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, 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, to lease to commence in present or in future, on any terms and for any term or terms 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 and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and in contract respecting the manner of fixing the amount of present or future rentals, on partition or in exchange said real estate, or any part thereof, for other real or personal property, to grant easements, charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to execute said real estate and every part thereof in all other ways and for such other considerations as it should be lawful for any person owning the same to deal with in 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 permitted 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 the Registrar of Titles of said county, and no person claiming under any such conveyance, lease or other instrument, or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, as if 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 duly 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 consensus 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 for anything it or they 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, in 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 said real estate may be entered into by the name of the Trust Agreement, or by the name of the Trustee, or by the name of any of the 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 incidentally (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 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 in text 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 grantors hereby expressly waive, and release, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for execution of homesteads from sale on execution of mortgage.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals, this 16th day of February 19 84.

M. G. Rose Rosalie M. Rose

STATE OF Illinois I, John E. Hicks, a Notary Public in and for said County of Cook ss. County, in the State aforesaid, do hereby certify that M. G. Rose and Rosalie M. Rose, his wife,

personally known to me to be the same person whose name 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 notarial seal this 16th day of February A.D. 19 84. Notary Public

My commission expires Jan. 6, 1985



MAYER, BROWN & PLATT Room 1955 231 S. La Salle Street Chicago, Illinois 60604 Box 407 (JEH)

1258 Forest Glen Drive South Winnetka, Illinois 60093 For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps. This indenture was prepared by: JOHN E. HICKS, Notary Public, 231 S. La Salle Street, CHICAGO, ILLINOIS 60604. Document Number: 27 020 587. Date: 2-16-84. Seller or Representative: [Signature]

END OF RECORDED DOCUMENT