

DEED IN TRUST

27 146 062 - 26557275

1983 APR 4 PM 4 04

10.00

6-26-83 L.D. Form 191 Rev. 11-71 L-11907-cs 1818 ke-record 68-54-198289

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Sam Scropo and Frances Scropo his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of ten only 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 1st day of February 19 83, and known as Trust Number 56669

the following described real estate in the County of Cook and State of Illinois, to wit: Lots 56, 57, 58, 59, 60 in Seat and Smith's subdivision of the S 1/2 of block 5, (except E 24.8 feet thereof) in Canal Trustee's subdivision of Section 33, Township 30 N. R. 14 E. of 3rd Principal Meridan in Cook County, Illinois.

Subject only to: (a) Covenants, conditions and restrictions of record; (b) private public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) special taxes or assessments for improvements not yet completed; (e) general taxes for the year 1983 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1983; and to all other conditions and restrictions of record.

THIS DEED IS RE-RECORDED TO CORRECT ERROR IN THE DATE OF THE TRUST AGREEMENT REFERRED TO HEREIN.

INSTRUMENT PREPARED BY RICHARD D. JOSEPH ATTORNEY N. LA SALLE ST. - 2100 CHICAGO, ILL. 60602

EXEMPT UNDER PROVISIONS OF PARAGRAPH SECTION 4 REAL ESTATE TRANSFER TAX ACT.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts 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, sell 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 transact and do all things 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 lease, to mortgage, to convey, to dedicate, 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, by lease to commence in the present or in the future, and upon any terms and for any period 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 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 to contract respecting the manner of filing the same set of present or future trusts, to partition or to exchange said real estate, or any part thereof, or other real property, to grant easements or 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 in deed with said real estate and every part thereof in all other ways and for such purposes and conditions as should 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 instrument 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 including the Register 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 instrument 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 instrument 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 is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully qualified to exercise 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, and its officers or its 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, and no judgment or decree, 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 related into by the Trustee in connection with said real estate may be entered into by it in the name of one or more beneficiaries under said Trust Agreement as their attorneys-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its 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 valid in the several, several 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 hereby 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 Register 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 grantors aforesaid have hereunto set their hands and seals this 28th day of March 1983

Sam Scropo [SEAL] Frances Scropo [SEAL]

STATE OF Illinois I, Jamie Shaw ALBERT J. ZEMEL, a Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Sam Scropo and Frances Scropo his wife

personally known to me to be the same persons whose names 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 waiver of the right of homestead.

GIVEN under my hand and notary seal this 28th day of March 1983 Albert J. Zemel Notary Public

My commission expires MAY 28, 1983

American National Bank and Trust Company of Chicago Box 221

3311-3239 S. Canal, Chicago For information only insert street address of above described property.

26557275

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE MAR 23 1983

REAL ESTATE TRANSACTION TAX STAMP N 750

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE MAR 23 1983

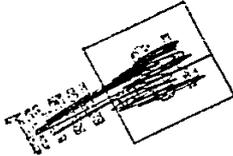
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COOK COUNTY, ILLINOIS  
FILER FOR RECORD

1984 JUN 26 PM 12:46

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Property of Cook County Clerk's Office



**END OF RECORDED DOCUMENT**