

UNOFFICIAL COPY

DEED IN TRUST

27 153 150

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Mory Friedman and Barbara Friedman, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten (and other valuable consideration) Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 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 11th day of June 19 84, and known as Trust Number 61311, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 9 in Block 1 in Wittbold's Rapid Transit Gardens, a Subdivision of Lot 6 in Superior Court Partition of the East Half of South East 1/4 of Section 22 and the South West 1/4 of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to restrictions of record.

This instrument was prepared by: Elmer R. Segal, 120 W. Madison Chicago, IL

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 the real estate or any part thereof, to dedicate parks, streets, highways or alleys, to lease, sell or otherwise dispose of the real estate, or any part thereof, as such 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, execute or assent in trust all of the title, estate, powers and authorities which said Trustee, in discharge, 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 leases upon any terms and for any period or periods of time said Trustee may deem proper and to 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 other to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fitting the amount of present 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 part, title or interest in or about or encumbering to said real estate or any part thereof, and to deal with said real estate and interest therein 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 aforesaid 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 a 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 notified to inquire into 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 to the effect that the delivery thereof to the Register of Deeds of said county, either upon or obtaining under any power of attorney, and in effect, (b) that such mortgage or other instrument was executed in accordance with the trust, conditions and limitations contained in the instrument and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 mortgage is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully treated 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 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 done or by them 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 person or property happening in or about said real estate, 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 whosoever 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 said 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 ha VE hereto set our hands and sealS this 28th day of June 19 84 Mory Friedman Barbara Friedman

STATE OF Illinois Elmer R. Segal a Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Mory Friedman and Barbara Friedman, his wife are

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 release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 28th day of June A.D. 19 84 Elmer R. Segal Notary Public

My commission expires 11-2-85

American National Bank and Trust Company of Chicago Box 221

8042 Central Park Skokie, Illinois For information only insert street address of above described property.

COOK CO. NO. 016 JUN 29 1984 REAL ESTATE TRANSFER TAX DEPT OF REVENUE 3 4 50

CANCELLED JUN 30 1984 REAL ESTATE TRANSACTION TAX DEPT OF REVENUE 3 4 50

100110

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MAIL TO: SIDNEY ABELSON 221 N. LASALLE CHICAGO, ILL.

69-58-866-D- D-23-333-000

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1984 JUN 29 PM 1:19

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT