

UNOFFICIAL COPY

RECORDED IN BAG CONDITION

DEED IN TRUST

27191748

Form 191 Rev. 11-71

JUL 30 1984 9 The above space for recording date and time

10.20

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, S, BERNARD F. MILLER and PENNY S. MILLER, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100----- 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 25th day of June 1984, and known as Trust Number 61433, the following described real estate in the County of Cook and State of Illinois, to wit:

The West 158 feet of Lot 165 (as measured on the North Line of said Lot) in F. H. Bartlett's Grand Farms Unit F being a Subdivision of that part of the East 1/2 of the East 1/2 of the North West 1/4 of Section 29, Township 40 North Range 12 East of the Third Principal Meridian in Cook County, Illinois lying North of the Center Line of Grand Avenue according to the Plat thereof recorded May 29, 1939 as Document 12319125 in Cook County, Illinois.

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TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trust, and for the uses and purposes herein set in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, to lease, to sell, to mortgage, to subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to create any subdivision or part thereof, 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 mortgage said real estate or any part thereof to a mortgagee or to purchase or to purchase or to grant to such mortgagee or successors in trust all of his 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, by leases to commence in person or in person or in person, 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, and to amend, change or modify lease and the purchase the whole or any part of the premises and to contract respecting the manner of filing the amount of present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant, to convey or charge, of any kind, in fee, to release, convey or assign any right, title or interest in or about or essential appurtenant in 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 could be lawful for any person owning the same real estate 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 to the terms of this trust having been complied with, or be obliged to inquire into the validity, 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 State) acting 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 was in full force and effect, (b) that such mortgage or other instrument was executed in accordance with the trust, created as well as the limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and holding upon all beneficiaries the void (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 vested 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 successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree by or through it or their agent or attorney 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, 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 then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the option 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 available 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 their estate shall be only in the earnings 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, rents and proceeds thereof as aforesaid. The limitation hereon being in violation of said American National Bank and Trust Company of Chicago the entire trust and subject to the terms hereof, 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 Registrar 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 S... hereby expressly waives... and release... 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 have hereunto set their hand S and seal S this 26th day of June 1984.

Signature of Penny S. Miller and Bernard F. Miller.

STATE OF ILLINOIS, FAVIL DAVID BERNS, a Notary Public in and for said County of COOK, in the State aforesaid, do hereby certify that BERNARD F. MILLER and PENNY S. MILLER, his wife,

personally known to me to be the same person S whose name S 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 official seal this 26th day of June A.D. 19 84.

NOTARY PUBLIC STATE OF ILLINOIS FAVIL DAVID BERNS Notary Public MY COMMISSION EXPIRES JUNE 28, 1988

American National Bank and Trust Company of Chicago, 2965 Alta Street, Melrose Park, Illinois 60160

END OF RECORDED DOCUMENT

NO TAXABLE CONSIDERATION Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act. REPRESENTATIVE JUL 30 1984 DATE

THIS DOCUMENT PREPARED BY: FAVIL DAVID BERNS, Attorney, LaSalle St. Chicago, IL 60602

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