

# UNOFFICIAL COPY

DEED IN TRUST

27319721

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **JIMMIE L. ELLIOTT AND DEBORAH A. ELLIOTT, HIS WIFE** of the County of **COOK** and State of **ILLINOIS**, for and in consideration of the sum of **TEN AND 00/100** 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 **10TH** day of **OCTOBER** 1984, and known as Trust Number **62456**, the following described real estate in the County of **COOK** and State of Illinois, to wit:

**Lot 22 (except the South 16.5 feet thereof) and the South 22.5 feet of Lot 23 in Block 3 in Commissioner's Partition being a Subdivision of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

**SUBJECT TO: Covenants and conditions of record and general real estate taxes for 1983 and subsequent years.**

**SUBJECT TO: Mortgage to Dearborn Cantrell recorded as Document No. 25034367 with Cook County Recorder of Deeds.**

51043836 PAC

Exempt under provisions of Paragraph 1, Section 4, Real Estate Transfer Tax Act. 10-24-84 Date Super-Seller or Representative

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 said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public use or to sell, lease or otherwise dispose of said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, in conveyance 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 herein in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease, sub-lease, 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 state less than the term of 108 years, and to now 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 premises and to contract respecting the manner of fitting the same to any use or future remains, 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 or interest in or about or appurtenant to 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 would 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, be liable 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, trust money, money borrowed or advanced on said real estate, or be obliged to see that the terms and conditions of any mortgage, deed, contract, obligation or instrument in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or acting under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture 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 stated in this Indenture 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 that the execution 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 title, estate, rights, powers, authorities, duties and obligations of 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, Inc. (hereinafter 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 done or omitted to do by or for 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 failure to perform or properly discharging 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 enforced only if in the name of the then 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 individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as 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 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 is 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 any 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 or otherwise.

In Witness Whereof, the grantor **S** aforesaid have hereunto set **their** hand **S** and

**Jimmie L. Elliott** [SEAL] **Deborah A. Elliott** [SEAL]  
11TH day of OCTOBER 1984  
Jimmie L. Elliott Deborah A. Elliott

STATE OF **ILLINOIS** I, **PATRICIA A. KELLY** a Notary Public in and for said COUNTY OF **COOK** do hereby certify that **JIMMIE L. ELLIOTT AND DEBORAH A. ELLIOTT, HIS WIFE**

personally known to me to be the same person **S** whose name **S** 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 seal this **11TH** day of **OCTOBER** A.D. 19**84**  
**Patricia A. Kelly** Notary Public

My commission expires **MARCH 10TH, 1987**  
Deed Prepared By **H. H. Fisher**, 114 N. LaSalle St., Chicago, Ill. 60602  
American National Bank and Trust Company of Chicago  
7008-10 S. Merrill, Chicago, IL 60649

Box 221

For information only insert street address of above described property.

Engagement Number

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

NOV 84 11:30

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**END OF RECORDED DOCUMENT**