

85025361

THIS INDENTURE WITNESSETH THAT THE GRANTOR, JOHN W. CHAVERIAT, married to DOROTHEA E. CHAVERIAT 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 S. and Warrant S into AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 31 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of May 19 85, and known as Trust Number 64336 the following described real estate in the County of Cook and State of Illinois, to wit:

The North half of Lot 46 in Sheffield's Subdivision of Lots 9 to 18, inclusive, and the West 1/2 of Lot 19 and all of Lots 20, 21 and 22 in Block 1 in Sheffield's Addition to Chicago, in the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. The South one-third of Parcel 14-33-314-023 Vacant, non-homestead property

RECEIVED IN BAD CONDITION

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 accept, manage, protect 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 leases, to purchase, to mortgage, to pledge or otherwise to encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, to mortgage or otherwise to encumber in connection therewith, to convey and to execute, 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 on an interval or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time as they may see fit, and to grant leases and to mortgage and to pledge and to otherwise encumber and to purchase the whole or any part of the parcel or parcels and to contract respecting the same for the amount of present or future rentals, to partition or to divide said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release convey of assign any right, title or interest in or about or connected with 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 may 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, be charged or held liable for any claim, demand or charge for anything in or done by or for the Trustee or any successor in trust, or for the failure of the Trustee or any successor in trust to comply with or be obliged to inquire into the accuracy, necessity or expediency of any act of said Trustee or any successor in trust, or for the failure of the Trustee or any successor in trust 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 of the same, or lease or other instrument, and 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, and that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments thereto and no binding upon any beneficiary hereunder, or that said Trustee or any successor in trust was duly authorized and empowered and acted every such deed, trust deed, lease or other instrument and that the conveyance is made in a complete and correct and in full and that such conveyance or successor in trust has been properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her, predecessor in trust.

This instrument is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its any agent or successor in trust shall incur any personal liability to be subjected to any claim, demand or charge for anything in or done by or for the Trustee or any successor in trust, or for the failure of the Trustee or any successor in trust to comply with or be obliged to inquire into the accuracy, necessity or expediency of any act of said Trustee or any successor in trust, or for the failure of the Trustee or any successor in trust 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 of the same, or lease or other instrument, and 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, and that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments thereto and no binding upon any beneficiary hereunder, or that said Trustee or any successor in trust was duly authorized and empowered and acted every such deed, trust deed, lease or other instrument and that the conveyance is made in a complete and correct and in full and that such conveyance or successor in trust has been properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her, predecessor in trust.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under or by 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 attention being called to the fact that 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 in any of the above real estate is now or hereafter registered, the Register of Titles is hereby directed not to register or file 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 and agrees to hold harmless and defend and to hold 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, aforesaid has hereunto set his hand and seal, this 16th day of May 19 85. [Signature: John W. Chaveriat]

STATE OF Illinois, County of Cook, Bernadette M. Cook, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that JOHN W. CHAVERIAT, married to DOROTHEA E. CHAVERIAT

personally known to me to be the same person, whose name is he, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 May A.D. 19 85. [Signature: Bernadette M. Cook]

My commission expires January 6, 1986

American National Bank and Trust Company of Chicago Box 221

1647 N. Burling, Chicago, Ill., Vacant For information only insert street address of above described property.

Drafted by: John W. Chaveriat 1 N. LaSalle, Chicago

Section 4, under provisions of Paragraph 6, Estate Transfer Act. Buyer, Seller or Representative. Date 5/14/85. This space for affixing Riders and Revenue Stamps. Document Number 85025361

C-148 DEED

Property of Cook County

Office

# UNOFFICIAL COPY

MAY-17-65 24711 • 85025361 • A — Rec

10.00

Property of Cook County Illinois  
RECEIVED IN GOOD CONDITION  
MAY 17 1965  
CLERK OF COURT  
OFFICE

11.00

SERIAL RECORDING 85-025361

85-025361