

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

85 041 109

1985 MAY 31 4 15 29 PM '85

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## DEED IN TRUST

Form 181 Rev. 11-71

The above space for recorder's use only

69-78-741

PROPERTY RECORDS

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, s Michael Goldberg and Susan Goldberg 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 S and Warrant S 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 29th day of May 1985, and known as Trust Number 64441, the following described real estate in the County of Cook and State of Illinois, to wit:

**LOT 39 IN WILDEBROOK ON THE GREEN, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 7 AND PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

\*Common Address: 925 Bermuda Dunes, Northbrook, Illinois  
 \*Permanent Tax No: 04-08-104-006-0000

This document prepared by Richard H. Marcus, 2454 Dempster Street, Suite 404 Des Plaines, Illinois 60016.

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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to private use, to subdivide or partition, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase in full or 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 in such success or successors in trust all of the fully stated powers and authorities vested in said Trustee, to donate, 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 perpetuity or for a term of years, in present or in future, and on any terms and for any period or periods of time, and according to the face of any single lease the term of 100 years, and to renew 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 conditions 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 to purchase, or to grant or assign any part of the premises, or to exchange said real estate, or any part thereof, for other real or personal property, or any interest or shares 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 might 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 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 privileged to inquire into any of the terms of said Trust Agreement, and every 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 Deeds of said county, relying upon or claiming under any such mortgage, lease or other instrument, far that at the time of the delivery thereof this instrument and the said Trust Agreement was in full force and effect, (1) that such conveyance or other instrument was executed in accordance with the trust conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, and (2) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver each such deed, trust deed, or other instrument and (3) 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 duly vested with all the title, estate, rights, powers, authorities, duties and obligations of the, 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 assignees in trust shall have any personal liability or be subjected to any claim, demand 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 Indenture or said Trust Agreement or any amendment thereto, or for any 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 shall be deemed to 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 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 institutions whatsoever 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 if all persons claiming such thing 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 being to vest in said American National Bank and Trust Company of Chicago the title 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 acquired, the Registrar of Titles is hereby directed not to register or file 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 of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, S aforesaid have hereunto set their hands and seals this 29th day of MAY, 1985.

x Michael Goldberg (SEAL) x Susan Goldberg (SEAL)

STATE OF Illinois, Richard H. Marcus, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Michael Goldberg and Susan Goldberg, 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 29th day of MAY, A.D. 1985

My commission expires 4/27/86 [Signature] Notary Public

American National Bank and Trust Company of Chicago  
 Box 221  
 For information only insert street address of above described property.

This space for Affirmation and Return of Stamp  
 "Exempt under provisions of Paragraph 4, Section 4, of the Uniform Tax Act."  
 Buyer, Seller or Rep. Representative  
 Date  
 5-30-85

1100

Document Number  
85 041 109

NOTARY'S CERTIFICATE OF ACKNOWLEDGMENT

No. 402

GEO. E. COLE & CO. CHICAGO  
LEGAL BLANKS

State of Ill.  
County of Scott

SS.

J. Peter Dwyer  
a Notary Public in and for the State of Illinois  
in the State of Illinois, do hereby certify that Michael J. Goldberg is the person who personally appeared before me on this day in person, and acknowledged that he signed, read and understood the said instrument in and to which he and his wife Elizabeth Goldberg have united.

personally known to me to be the same person whose name is subscribed to the foregoing instrument, or appeared before me this day in person, and acknowledged that he signed, read and understood the said instrument in and to which he and his wife have united, and purport therein in faith, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this

11th day of August, A. D. 1955

day of

Notary Public

Property of Cook County Clerk's Office

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