

# UNOFFICIAL COPY

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DEED IN TRUST

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Form 191 Rev. 11-71

The above space for recorder's use only

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Instrument prepared by Michael Brown, 1021 West Armitage, Chicago, Ill.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Daniel M. McGivern and Linda McGivern, 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 4th day of June 19 85 and known as Trust Number 64526 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 29 in Block 3 in Subdivision of Outlot "E" in Wrightwood, said Wrightwood being a Subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Subject to general taxes for 1984-2nd instalment and subsequent years; covenants and conditions of record, if any.

11.00

Commonly known as 2613 N. Burling, Chicago, Ill.  
Permanent Index No. 14-28-303-027

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 being granted to said Trustee to improve, manage, protect and subdivide said real estate on any part thereof, to dedicate parks, streets, highways or alleys, to create and subdivision of part thereof, and to redivide said real estate as often as desired, in contrast to sell, to grant leases to parties, to fill on any terms, to convey either with or without confirmation, to convey said real estate or any part thereof to a successor or successors in trust and to execute and acknowledge all instruments in trust all of the title, estate, powers and authority 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 possession or reversion, by lease to tenants in present or in future, and upon any terms and for any period or periods of time, in the case of any share therein the term of 99 years, and to renew, extend, alter or amend, to change or modify leases and the terms and provisions thereof at any time in the 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 real estate, and in contrast to the making of fixing 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 right, title or interest in or to any or easement 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 may deem proper for and perform pending 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 otherwise by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, part of 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, 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 to whom the Register of Titles of said county relies upon or relying upon any such conveyance, 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, that said Trust Agreement was approved in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement and in all instruments thereof, if any, and binding upon all beneficiaries hereunder, (as 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 in made to a successor or successors in trust, that such deed or conveyance shall have been properly executed and are fully read with all the title estate, rights, powers, specialties, duties and obligations of the, his or their predecessors, to the

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, be subjected to any claim, judgment or decree for any failure to or for or his or their agents or officers may do or omit to do in or about said real estate or under the provisions of this deed or said Trust Agreement or any instrument thereon, or for injury to persons or property resulting 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, or its successors or agents, 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 notices and communications whatsoever and whatsoever shall be charged with notice of this conveyance 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, rents and proceeds arising from the sale or any other disposition of said real estate, and no interest in hereto 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 intention herein 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 real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Register of Titles is hereby authorized 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 effect, in accordance with the statute in such case made and provided.

And the said grantor S. hereby expressly waives and releases any and all right or benefit under and in violation of any and all statutes of the State of Illinois, providing for redemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor S. aforesaid have hereunto set their hand and seal this 11 day of June 1985.

Daniel M. McGivern [Signature] Linda McGivern [Signature]

STATE OF ILLINOIS, Elsie G. Holzwarth, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Daniel M. McGivern and Linda McGivern, 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 seal this 11 day of June A.D., 19 85

Elsie G. Holzwarth, Notary Public

My commission expires April 3, 1989

American National Bank and Trust Company of Chicago 2613 N. Burling, Chicago, Ill. Box 221 For information only insert street address of above described property.

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSACTION TAX ORDINANCE BY PARAGRAPH (S) OF SECTION 200-1-286 OF SAID ORDINANCE.

This space for affixing Stamps and Revenue Stamps Exempt under provisions of Paragraph 1 of Section 200-1-286 of the Chicago Transaction Tax Act. Buyer

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WJ