

DEED IN TRUST

UNOFFICIAL COPY 85-075-233

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JOHN M. ZAWALINSKI, a bachelor, as nominee 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 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 11th day of June, 19 85, and known as Trust Number 64607, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 1 in John A. Mc Keighan's Resubdivision in the North East 1/4 of Section 32, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

11.00

PIN: 05-32-200-171

THIS INSTRUMENT WAS PREPARED BY:

J. Trailo

Jay K. Statland  
Murphy & Boyle Chartered  
221 North LaSalle Street  
Chicago, IL 60601

BOX 33

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

Full power and authority is hereby granted to said Trustee, or any person, manager, proxy and substitute said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide 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 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 vested in said Trustee, to donate, to distribute, 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 term, by lease to commence in present or in future, and upon all terms and for any period or periods of time, not exceeding in the case of any single lease the term of ten 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 provisions thereof at any time or times hereafter, to contract to sell or lease and to grant options to lease and options to purchase the whole or any part of the premises and to contract reserving 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 easements or charges of any kind, to release, convey or lease any right, title or interest in or about or appertaining to said real estate or any part thereof, 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, 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 any successor in trust, 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) relying upon or claiming 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 terms, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereto if any, and binding upon all beneficiaries under, or that said Trustee, or any successor in trust, was duly authorized and empowered in execute and deliver every such deed, trust deed, lease or other instrument and (c) 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 the, by 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, suit, action 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 injury to person or property happening 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 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 his 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 applicable to the payment and discharge thereof). All persons and corporations 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 of all persons claiming under it or any of them shall be only in the rentals, annuities and proceeds accruing 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 annuities, annuities and proceeds thereof as aforesaid, the intention hereof 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 in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or to issue 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 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

11th day of June 19 85  
John M. Zawalinski (REAL)

STATE OF ILLINOIS } I, ADELA L. MORENO, a Notary Public in and for said  
COUNTY OF COOK } County, in the State aforesaid, do hereby certify that JOHN M. ZAWALINSKI

personally known to me to be the same person whose name is 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 seal this 24th day of June A.D., 19 85  
Adela L. Moreno Notary Public

My Commission Expires October 28, 1987

American National Bank and Trust Company of Chicago  
Box 221 333

2408 Birchwood Lane  
Wilmette, IL 60091

For information only insert street address of above described property.

This space for affixing Bidder and Revenue Stamp  
Exempt under provisions of Paragraph 4, Section 4, Real Estate Transfer Tax Act.

6-11-85  
Date  
Buyer, Seller or Representative

85 075 233  
Document Number

69-99-832-D

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