

DEED IN TRUST

FORM 36-2

QUIT-CLAIM

35137 85137571

The above space for recorders use only

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, STEVEN J. PRUETT and PAULA A. BAIRD, as joint tenants with rights of survivorship, and not as tenants in common 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 s and Quit-Claim s unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 North LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of July, 19 85, and known as Trust Number 64806 the following described real estate, situated in COOK County, Illinois, to-wit:

LOT 22 IN BLOCK 2, IN J. S. HOVLAND'S FIRST ADDITION TO EVANSTON A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 10-11-308-001-000080

Commonly known as 3238 Colfax, Evanston, Illinois

This document prepared by:

Nancy D. Chausow  
CHAUSOW & FEINSTEIN  
127 North Dearborn St.  
Chicago, IL 60612

85137571

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor s hereby expressly waive s and release s any 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 s aforesaid have hereunto set their hand s

and seal s this 1st day of July 19 85  
STEVEN J. PRUETT (SEAL) PAULA A. BAIRD (SEAL)

STATE OF ILLINOIS ss. I, NANCY D. CHAUSOW, a Notary Public  
COUNTY OF LAKE in and for said County, in the State aforesaid, do hereby certify that  
STEVEN J. PRUETT and PAULA A. BAIRD

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  
STEVEN J. PRUETT and PAULA A. BAIRD 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 1st day of July, 19 85.

Nancy D. Chausow  
Notary Public

My commission expires My Commission Expires June 15, 1987

American National Bank and Trust Company of Chicago  
Box 221

3238 Colfax, Evanston, IL 60201

For information only insert street address of above described property.

This space for affixing notary and revenue stamps  
Exempt under provisions of Paragraph E Sec. 10 Real Estate Transfer Tax, July 1, 1985 Representative Nancy Chausow

Document Number

MAIL TO: (Katherine Farnsworth)  
137 N. Dearborn, 1400  
Chicago, Ill. 60602

REGISTERED

DEPT-01 RECORDING \$11.25  
#5922 # 2 \* -85-137571  
T#1111 TRAM 3546 08/07/85 16:24:00

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.

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, avails 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, avails 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 to the real estate and to all of the real estate above described.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individual nor as Trustee, nor his successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about this real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for 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 may be entered into by it in the name of such purposes, or at the election of the Trustee, in its own name. 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 fund in its actual possession of the Trustee shall be available 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.

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, alleys, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate 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 dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by leases 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 single demise the term of 199 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 make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner 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 about 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 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 any part thereof, be obliged to see to the application of any purchase money, rent or money advanced 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 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 county) 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 the instrument 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 contained in the 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, mortgage or other instrument, and (d) 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 its, his or their predecessor in trust.