

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JEAN M. RICCI, Divorced and not Remarried 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 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 26th day of December 1985, and known as Trust Number 66380, the following described real estate in the County of COOK and State of Illinois, to wit:

( SEE ATTACHED RIDER )

Exempt under 8-23 State Transfer Tax Act Sec. 4  
Par. 1 Cook County Ord. 95104 Par.

Date 12/20/85 Sign. *[Signature]*

PERMANENT TAX # 12-01-311-081

7800 W. HIGGINS RD. - UNIT C CHGO. ILL 60631

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 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 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 assignee in trust and to grant to such successor or assignee in full title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease 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 leaves to commence in the present or in future, and upon any terms and 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 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 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 adjacent appurtenant 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 to 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 (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, so 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 trusts, conditions and limitations contained in this 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, lease, mortgage or other instrument and (d) that the trustee in trust, as trustee or successor or assignee in trust, that such successor or assignee 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.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or assignees 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 the said 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 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 lawfully appointed for such purposes, or, at the direction 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 corporations whomsoever 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 them 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 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 to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register in or on 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 or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, JEAN M. RICCI hereto set her hand and seal this 26th day of December 1985.  
JEAN M. RICCI (SEAL) \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS } I, KEVIN W. DILLON, a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that JEAN M. RICCI

7800 W. HIGGINS Rd. Chgo. Ill. 60631 Apt. C is

personally known to me to be the same person whose name she is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 26th day of December A.D., 1985  
Kevin W. Dillon Notary Public

My commission expires Nov. 2, 1986  
 American National Bank and Trust Company of Chicago

7800 W. Higgins Rd. Chgo, Ill. 60631 Apt. C

For information only insert street address of above described property.

Box 221

This space for Affixing Riders and Revenue Stamps

85340525

Document Number 85340525



~~ATTACHED FILE~~  
**UNOFFICIAL COPY**

**PARCEL I:**

THE NORTH 21 FEET OF SOUTH 82.24 FEET (AS MEASURED ALONG AND AT RIGHT ANGLES TO WEST LINE THEREOF) OF EAST 50.71 FEET OF WEST 120.72 FEET OF EAST 395.41 FEET (AS MEASURED ALONG CENTER LINE OF HIGGINS ROAD, ALSO BEING SOUTHERLY LINE OF LOT 2 IN ASSESSOR'S SUBDIVISION) OF THAT PART OF LOT 2 LYING NORTH OF NORTHERLY LINE OF HIGGIN'S ROAD IN ASSESSOR'S SUBDIVISION OF SOUTH 1/2 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT NORTH 358 FEET OF THAT PART OF LOT 2 LYING SOUTH OF NORTH 15 ACRES THEREOF) IN COOK COUNTY, ILLINOIS. ALSO THAT PART OF THE FOLLOWING DESCRIBED TRACT: THENCE NORTH 19 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) WEST 120.72 FEET OF EAST 395.41 FEET (AS MEASURED AT RIGHT ANGLES TO NORTH LINE THEREOF) OF WEST 120.72 FEET OF EAST 395.41 FEET (AS MEASURED ALONG CENTER LINE OF HIGGINS ROAD ALSO BEING SOUTHERLYLINE OF LOT 2 IN ASSESSOR'S SUBDIVISION) OF LOT 2 IN ASSESSOR'S SUBDIVISION OF SOUTH 1/2 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT NORTH 358.00 FEET OF THAT PART OF LOT 2 LYING SOUTH OF NORTH 15 ACRES THEREOF) IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

**PARCEL II:**

BEGINNING AT A POINT IN NORTH LINE OF ABOVE DESCRIBED TRACT 84.33 FEET OF NORTH WEST CORNER THEREOF: THENCE EAST ALONG NORTH LINE OF SAID TRACT 11.31 FEET; THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF SAID TRACT 79.17 FEET EAST OF SOUTH WEST CORNER THEREOF; THENCE WEST ALONG SOUTH LINE OF SAID TRACT 11.31 FEET; THENCE NORTHEASTERLY TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL III:**

EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED DATED APRIL 19, 1967 AND RECORDED APRIL 22, 1963 AS DOCUMENT NUMBER 18775486 MADE BY HIGGINS CANFIELD BUILDING CORPORATION, AN ILLINOIS CORPORATION AND AS CREATED BY MORTGAGE FROM HIGGINS CANFIELD CORPORATION, CORPORATION OF ILLINOIS TO ST. PAUL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO DATED APRIL 23, 1963 AND RECORDED JUNE 2, 1963 AS DOCUMENT 18785084 AND AS CREATED BY THE DEED FROM HIGGINS CANFIELD CORPORATION TO MICHAEL V. CLATCH AND NOREEN L. CLATCH, HIS WIFE, DATED JUNE 1, 1964 AND RECORDED JUNE 25, 1964 AS DOCUMENT 19166581 FOR THE BENEFIT OF PARCEL I AFORESAID FOR INGRESS AND EGRESS AND DRIVEWAY OVER AND ACROSS THE WEST 18.0 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF (EXCEPT THE NORTH 30.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) AND THE SOUTH 11.0 FEET OF THE NORTH 30.0 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF)

ALSO

EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EAST 3.50 FEET OF THE WEST 69.71 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF (EXCEPT THE NORTH 30.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF)

ALSO

THE EAST 3.50 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF (EXCEPT THE NORTH 30.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) (EXCEPT THAT PART THEREOF FALLING IN PARCEL I AFORESAID) ALL OF THE ABOVE EASEMENT FALL IN THE FOLLOWING DESCRIBED PROPERTY: THE WEST 120.72 FEET OF THE EAST 395.41 FEET (AS MEASURED ALONG THE CENTER LINE OF HIGGINS ROAD ALSO BEING THE SOUTHERLY LINE OF LOT 2 IN ASSESSOR'S SUBDIVISION) OF LOT 2 IN ASSESSOR'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT THE NORTH 358.0 FEET OF THAT PART OF LOT 2 LYING SOUTH OF THE NORTH 15 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

853-10525