

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JOHN T. PHILLIPS and JO A. HORMUTH, his wife and LOUIS E. GRIMM, an unmarried woman, never having been married of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars ----- 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 11th day of July 19 86, and known as Trust Number 067943-09, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 19 (except the East 53.16 feet thereof) in Fricke and Dose's subdivision of Block 4 in Johnston's subdivision of the East half of the Southeast 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS OF PROPERTY: 1742 Haddon, Chicago, Illinois 60622

PIN NO. 17-06-405-01

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 any subdivision or part thereof, and in 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 conditions, 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, in donor, 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 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 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, in contract to make lease, or 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 paying 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 assign any right, title or interest in or about or accessory 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 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 any 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, and that at the time of the delivery hereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, and 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 and in all agreements thereof, if any, and binding upon all beneficiaries thereof, and 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 that 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.

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 bear any personal liability or be subjected to any claims, judgments or decrees for anything if 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 hereby expressly waived and released, and no contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced, only by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably authorized for such purposes, or, at the request 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 so 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing or 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, assets 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, assets and proceeds thereof as aforesaid, the interest hereby being to vest in said American National Bank and Trust Company of Chicago the entire level or 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 encumbered, the Registrar of Titles is hereby directed not to register or note in any certificate of title or duplicate thereof, or otherwise, 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 of homesteads from sale on execution of judgment.

In Witness Whereof, the grantor, S. aforesaid in, ve hereunto set their hands and

seal, this 1st day of August 19 86. JOHN T. PHILLIPS (SEAL), LOUIS E. GRIMM (SEAL), JO A. HORMUTH (SEAL)

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for said County of COOK, do hereby certify that John T. Phillips and Jo A. Hormuth, his wife and Lois E. Grimm, an unmarried woman never having been married

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 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 notarial seal, this 1st day of August A.D., 19 86. Notary Public

My commission expires March 30, 1987

86432086

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, OF THE REAL ESTATE TRANSFER TAX ACT. DATE: 8/1/86. AGENT: [Signature]

This space for affixing Riders and Revenue Stamps

Document Number

UNOFFICIAL COPY

PROPERTY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#3333 TRAN 5614 07/23/84 15:47:00  
#7642 # A \* -84-432086  
COOK COUNTY RECORDER

86432086  
Returned to Bob  
312  
NPW



86432086

