

**UNOFFICIAL COPY** 86432086

Form 103 Rev. 11-71

The above space for recorder's use only.

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. 17-06-405-010

**TO HAVE AND TO HOLD** the said real estate with the appurtenances thereto, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

In no case shall our 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 any other terms of this trust having 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 to inquire into any other terms of said Trust Agreement; and every deed, trust indenture, 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 holder of Title of said grant, of holding upon or claiming under any such conveyance, lease or other instrument, in 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, and that no instrument 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 thereto, if any, and holding over all beneficiaries thereunder, so that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust indenture, lease, mortgage or other instrument and (II) if the conveyance is made to a successor 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 instrument 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 legal judgment or decree if they or their agents or attorneys may be compelled to file or defend any action or proceeding in any court of law or equity to collect payment of amounts due under this instrument, or to make any payment hereunder in or about any real estate or other property held by the Trustee in connection with this instrument, or all such liability being herein referred to as "Liabilities". All Liabilities under said Trust Agreement as heretofore or hereafter incurred by the Trustee in connection with real estate may be enforced only by the name of the then beneficiaries under said Trust Agreement as heretofore or hereafter incurred by the Trustee in connection with real estate may be enforced only by the name of the Trustee in its own name, as Trustee of an express trust and not otherwise. It is further agreed that the Trustee shall not be liable for any loss or damage suffered by the beneficiaries except only to the extent of the amount of principal and interest only in the actual existence of the Trustee, but for applicable for the payment and discharge thereof. Indebtedness, except only to the extent of principal and interest only in the actual existence of the Trustee, but for applicable for the payment and discharge thereof.

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 undivided parts and proceeds arising from the sale of 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, rents and proceeds thereof as aforesaid, the intention being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title to the same, 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 directed not to register or note in any certificate of title or duplicate thereof (hereafter), the words "In trust," or upon condition, or "With Reservation," or words of similar import, in accordance with the statute in each case made and provided.

such case made and received.

In witness Whereof, the grantor, S. aforesaid has hereunto set their hands and seals this 1 day of July, in the year of our Lord one thousand eight hundred and forty five.

day of August, 12 86

seen this day of August 1968

*[Signature]* [SEAL] JOHN T. PHILLIPS [SEAL]  
*[Signature]* [SEAL] ELOIS E. GRIMM [SEAL]

STATE OF ILLINOIS : the undersigned, a Notary Public in and for said  
COUNTY OF COOK : County, in the State aforesaid, do hereby certify that John T. Phillips and  
Jo A. Homuth, 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 S. [Signature], 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 at the 1<sup>st</sup> day of August A.D. 1986

**My Commission Expires March 30, 1987**

THIS DOCUMENT PREPARED BY AND RETURN TO:  
Edward S. Salomon, 25 E. Washington St  
Chicago, Illinois 60602 Street address of  
above described property.

86432086

EXEMPT UNDER PROVISIONS OF PARAGRAPH E,  
SECTION 4, OF THE REAL ESTATE TRANSFER TAX ACT

~~This space for affixing Riders and Revenue Stamps~~

אַתָּה תִּשְׁמַח

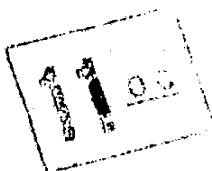
**UNOFFICIAL COPY**

4900001.00

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
TH3333 TRAN 5614 09/23/86 15:47:00  
#7642 # A \*-86-432086  
COOK COUNTY RECORDER

for 86432086  
forward to Bob:  
312  
NPU



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