

Exempt under provisions of Paragraph Real Estate Transfer Tax Act.

Section 4. Exempt under the provisions of County Transfer Tax Act.

Date 10-1-86 Buyer Seller or Representative

Date 10-1-86

Notary Public

RECORDING INFORMATION BY PARAGRAPH

85585799

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Alfredo B. Austria and Virginia D. Austria, his wife, 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 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 1st day of October, 19 86, and known as Trust Number 100282-07 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 48 (except that part lying West of a line 50 feet East of and parallel with the West line of said Section 18) in E. W. Zander and Company's Subdivision of Sub-Lot 1 in the Superior Court Division of Lot 2 in the Circuit Court Partition of the West 1/2 of the Northwest 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. . . .

Commonly described as: 4541 North Western Avenue, Chicago, Illinois 60625 Permanent Real Estate Index No. 14-18-121-004-0000 (CGO) MS

This instrument prepared by Harry K. Mayeda, Attorney at Law, 1041 West Granville Avenue, Chicago, Illinois 60660. . . .

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 vacate any subdivision or part thereof, and to subdivide 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 warranty, 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 same rights, 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 lease in perpetuity or in fee, 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 contrast to lease here, 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 essential appurtenances 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 in real 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 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 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 holder of titles of said real estate) relying upon or claiming under any such mortgage, 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 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, (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) 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, 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 incur any personal liability of the subject to any claim, judgment or decree for anything it or they or his 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 of said Trust Agreement or any amendment thereto, or for injury in 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 covered only by it in the name of the Trustee, as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing of 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 rents, issues 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 or such, but only an interest in rents, issues and proceeds thereof as aforesaid, the interests 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 reallocated, the Registrar of Titles is hereby directed not to register or issue to the certificate of title or duplicate thereof, or to transmit, the words "in trust," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives, releases, and conveys, 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 in execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid in, VE. herunto set their hand, seal and seal S. this 1st day of October, 1986. Virginia D. Austria (REAL) Alfredo B. Austria (REAL)

STATE OF Illinois, Harry K. Mayeda, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Alfredo B. Austria and Virginia D. Austria, his wife

personally known to me to be the same person S. whose name S. are they 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 October, A.D., 19 86

"OFFICIAL SEAL" HARRY K. MAYEDA, Notary Public in Cook County, Illinois, My Commission Expires Feb. 1, 1989

4541 North Western Avenue Chicago, Illinois 60625 For information only insert street address of above described property.

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
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#5786 # 4 \* 86-585794  
COOK COUNTY RECORDER