

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, his wife, in JTWS to an undivided 50% and JOHN MATHAI and RACHEL MATHAI, his wife, in JTWS to an undivided 50% of the County of Cook and State of Illinois , for and in consideration

of the sum of TEN----- 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 2nd day of January 19 86, and known as Trust Number 66393 .  
the following described real estate in the County of Cook and State of Illinois, to wit:

SEE COPY OF LEGAL DESCRIPTION ATTACHED

DEPT-01 RECORDING

T#1111 TRAN 2345 01/10/86 14:47:00  
#3759 # A \*-86-014387

HENCE TO AND MADE A PART HEREOF.

-86-014387

P.I.N. 08-22-204-016 Volume 050 *T P*  
Instrument Prepared by: Gerard C. Heldrich, Jr.  
180 W. LaSalle St., Ste. 2010  
Chicago, Illinois 60601

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 instrument set forth.

All power and authority is hereby granted to said Trustee to impose, charge, deduct and subordinate said real estate or any part thereof, to deduct parts, interests, fractions or aliquots of said real estate or parts thereof, and to subordinate said real estate or any part thereof to a successor in trust, to grant options to purchase, to sell on any terms, to rent or otherwise let any part thereof, to convey and real estate or any part thereof to a successor in trust, to grant, 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 otherwise, to any person or persons, for any term or terms, and to grant options of any kind, and to extend, renew or modify leases and the terms and provisions thereof, for any term or terms, and to grant options to lease and to extend leases and options to renew leases and options to purchase the whole or any part of the real estate, and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate, and to contract respecting the manner of fixing the amount or percentage of future rentals, to partition or to subdivide said real estate, or any part thereof, to release, remit, or assign any right, title and interest in or about or otherwise appurtenant to said real estate or any part thereof, and to let when said real estate and every part thereof in all other ways and for such other considerations as may be usual for any person holding the title to real estate at the time, whether similar to or different from the way hereof specified, at any time or times hereafter.

In no case shall any power dealing with said Trustee, or his successor in trust, be exercised 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 person claiming in trust, be obliged to see to the application of any power or authority given him in trust, or to any person or persons who may be entitled to any part of said real estate or under the provisions of this 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 claiming the Register of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument, that at the time of the delivery thereof the trust created by this instrument and by said Trust Agreement was in full force and effect, and that the property so transferred is held in accordance with the intent and intention of the parties, and that the instrument so executed in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease, instrument and/or 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 predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individuality or as Trustee, nor the successors or successors in trust shall have any personal liability or be subjected to any civil judgment or decree for anything it may do or its or their agents or attorneys may do or fail to do 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, and 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 enforced, law by it in the name of the then beneficiaries under said Trust Agreement or otherwise attorney-in-fact, hereby expressly acknowledging full power possessed, by the executors of the Trustee, to its own discretion, to make and enter into any and all contracts, agreements, releases, covenants, stipulations, conditions, restrictions, and other instruments and obligations of indebtedness, except only as far as the great 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 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 "nominal" property, and no beneficiary hereunder shall have any title or interest in or to any part of said real estate, and no beneficiary hereunder shall have any title or interest in or to any part of said real estate, the interest being so held by the American National Bank and Trust Company of Chicago, the title being and capable title in fee simple, as and to all of the real estate above described.

If the title to any of the above real estate is ever or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificates of title or duplicate thereof, or abstract, 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 of benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid, his wife, *J. Philip*, their hand, *S. M. Philip*

Seal S this 7th day of January 1986 J.M. Johnmathai *J. M. Johnmathai* *55# 339-4B-8760*  
NMP *N. Matthew Philip* *55# 324-8-1487* *(seal)* *JM* *Johnmathai* *(seal)*  
MKP *Marykutty Philip* *55# 400-90-082* RM *Rachelmathai* *55# 338-50-9432* *(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 N. MATHEW PHILIP and MARY KUTTY PHILIP, his wife, and JOHN MATHAI and RACHEL MATHAI, his wife

personally known to me to be the same persons, whose names are , subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 notary seal this 7th day of January A.D. 19 86

*January*

Notary Public

My commission expires October 29, 1988

Except under provisions of paragraph (e)  
Section 47, Article 1, Section 1, of the Law  
Buyer, Seller, Sons, Daughters, Grandchildren, and  
Slaves, Beneficiaries

86014387  
Document Number

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

MAIL TO:

HELDREICH MIRABELLI & ASSOC.  
180 N. LA SALLE ST. #2010  
CHICAGO, IL 60601  
312-332-4580

# UNOFFICIAL COPY

86-014387

## LEGAL DESCRIPTION

### PARCEL 1:

THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1: THENCE DUE EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE SOUTH LINE OF SAID LOT 1, 469.49 FEET: THENCE DUE NORTH 279.75 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: THENCE DUE NORTH, 54.04 FEET: THENCE DUE EAST, 46.75 FEET: THENCE DUE SOUTH 54.04 FEET: THENCE DUE WEST, 46.75 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, EASEMENTS CONVENANTS AND RESTRICTIONS DATED AUGUST 12, 1976 AND RECORDED AUGUST 13, 1976 AS DOCUMENT NUMBER 23597577 AND AS CREATED BY TRUSTEES DEED FROM LaSALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 4, 1976 KNOWN AS TRUST NUMBER 51245 TO BARBARA SHERMAN AND RECORDED JULY 25, 1977 AS DOCUMENT NUMBER 24026464 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

Commonly known as: 1851 Hazel Hill Drive  
Mount Prospect, Illinois

186-014387

186-014387

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

MAIL TO:

~~NEW ADDRESS~~

HELDRICH MIRABELLI & ASSOC,  
180 N. LA SALLE ST., #2010  
CHICAGO, IL 60601  
312-332-4569

