

The above space for recorder's use only

Form 101 Rev. 11-71

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Albert V. Furman and Mary Jo Furman, his wife 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... 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 22nd day of October 19 84, and known as Trust Number 62550 the following described real estate in the County of Cook and State of Illinois, to wit:

See legal description attached hereto

This Deed in Trust is intended to correct and modify the incorrect legal description contained in the Deed of Trust dated October 22, 1984, and recorded November 19, 1984, as document number 27342027 previously executed by the Grantors.

P.I.N. #04-25-200-078 and #04-25-200-077

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 paths, streets, highways or alleys to create any subdivision or part thereof, and to establish 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 successors in trust and in such succession or to any of its title, estate, interests and authorized representatives in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, in or out of 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, in 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 leases and to grant options to lease and options to renew leases and without to purchase the whole or any part of the reversion and to contract respecting the management of 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, 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 obligated to see in the application of any purchase money, rent or money advanced on said real estate, or be obligated to see that the terms of this trust have been complied with, or be obligated to inquire into the authority, necessity or expediency of any act of said Trustee, or his agent or privilege, or to inquire into any of the terms of said Trust Agreement, and every deed, lease, 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, and 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, that such conveyance or other instrument was executed in accordance with the trusts, purposes and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, and that said Trustee, or any successor in trust, was fully authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and to do all the things and acts that are made in a successor or successor in trust, that such successor or successor in trust has been properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of fit, 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 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 Indenture and Trust Agreement or any amendment thereof, or for injury to person or property happening in or about said real estate, 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 entered into by it in the name of the then beneficiaries under said Trust Agreement or their attorneys-in-fact, hereby expressly authorized for such purposes, or, at the election 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 in 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 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, profits 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 life 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 Register of Titles is hereby directed not to register or file in 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 of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set their hands and seals this 24th day of February 19 86.

Albert V. Furman (REAL) Mary Jo Furman (REAL)

STATE OF Illinois Tava M. LUNCH, Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Albert V. Furman and Mary Jo Furman, his wife

personally known to me to be the same person whose names are 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.

Witness my hand and seal this 24th day of February A.D., 19 86 Tava M. Lunch Notary Public

Commission expires May 10, 1988

American National Bank and Trust Company of Chicago Box 221

20 Meadowood Lane Northfield, Illinois 60093

For information only insert street address of above described property.

This document prepared by: Steven E. Silverman, Esq., SHEFSKY, SATTILIN & FROELICH, LTD., 444 No. Michigan Ave., Chicago, IL

I certify that this transaction is exempt from taxation under the provisions of (4e) of the Illinois and Cook County Transfer Tax Act.

Dated: 2/25/86

This space for Selling Riders and Revenue Stamp, 6079923

Albert Furman

Document Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

8 6 0 7 9 9 2 3

PARCEL 1:

LOTS 1 TO 2 BOTH INCLUSIVE, IN FREEMAN J. WOODS SUBDIVISION OF SOUTH 20 RODS OF LOT 2 LYING EAST OF WEST 40 RODS THEREOF IN COUNTY CLERK'S DIVISION OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO PARCEL 2:

EASEMENT FOR THE BENEFIT OF LOT 1 AND FOR THE BENEFIT OF LOT 2 IN PARCEL 1 FOR INGRESS AND EGRESS OVER SO MUCH OF LOTS 1 AND 2 AS IS DESCRIBED AS FOLLOWS AS SHOWN ON PLAT OF SUBDIVISION OF FREEMAN J. WOODS AFORESAID, RECORDED SEPTEMBER 17, 1979 AS DOCUMENT 25149165 AND RE-RECORDED NOVEMBER 1, 1979 AS DOCUMENT 25220299, THAT PART OF LOT 2 IN SAID COUNTY CLERK'S DIVISION OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION POINT OF THE EAST LINE OF SAID LOT 2 WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 20 RODS, A DISTANCE OF 331.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 30 DEGREES 14 MINUTES 16 SECONDS WEST A DISTANCE OF 175.16 FEET TO A POINT; THENCE SOUTH 21 DEGREES 06 MINUTES 10 SECONDS WEST A DISTANCE OF 10.42 FEET TO A POINT OF CURVATURE; THENCE 121.04 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 27 FEET TO A POINT; THENCE NORTH 30 DEGREES 14 MINUTES 16 SECONDS EAST A DISTANCE OF 144.21 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE EAST A DISTANCE OF 4079 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF LOT 1 AND FOR THE BENEFIT OF LOT 2 IN PARCEL 1 FOR INGRESS AND EGRESS OVER THAT PART OF THE SOUTH 1/2 OF THE NORTH 2/3 OF THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE WEST 40 RODS AND SOUTH OF THE NORTH 20 RODS OF SAID NORTH WEST 1/4 OF THE NORTH EAST 1/4 COMMENCING AT THE INTERSECTION POINT OF THE EAST LINE OF SAID LOT 2 IN SAID COUNTY CLERK'S SUBDIVISION OF SECTION 25 WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 301.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING WEST ALONG SAID NORTH LINE OF THE SOUTH 20 RODS A DISTANCE OF 60 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 42.43 FEET TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 42.43 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING ALL IN IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS A 20 FOOT STRIP FROM WINNETKA ROAD TO THE NORTH LINE OF THE SOUTH 20 RODS OF THAT PART OF LOT 2 IN COUNTY CLERK DIVISION AFORESAID LYING EAST OF THE WEST 40 RODS THEREOF, PLACED EQUIDISTANT FROM THE EAST AND WEST LINES OF THE NORTH 60 RODS OF THE EAST 1/2 OF THE SAID LOT 2 IN COUNTY CLERK'S DIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

86079923

UNOFFICIAL COPY

35079920



Property of Cook County Clerk's Office

DEPT-01 RECORDING
TAXES FROM 2026 02 27 08 10 56 00
* 58-0-29923
85464
19738