

DBED IN TRUST

UNOFFICIAL COPY

This Instrument Prepared By
A. W. Campbell
188 W. Grand Ave.
Chicago, Ill. 86113859

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MOSES Thompson and Joyce Thompson 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 11th day of February 1986, and known as Trust Number 66629 the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 162 IN SUBDIVISION OF BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST TO THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOT 162 DESCRIBED AS FOLLOWS: BEGINNING ON SOUTHEASTERLY LINE OF LOT 161 IN BLOCK 6 IN SHEFFIELD'S ADDITION AFORESAID 50.76 FEET SOUTHWESTERLY OF A POINT ON SOUTHWESTERLY LINE OF BISSELL STREET, 73.13 FEET MORE OR LESS NORTHWESTERLY FROM SOUTHWEST CORNER OF DAYTON AND BISSELL STREETS; RUNNING THENCE SOUTHWESTERLY ALONG SOUTHEASTERLY LINE OF SAID LOT 161, 50 FEET MORE OR LESS TO AN ALLEY; THENCE SOUTHEASTERLY ALONG NORTHEASTERLY LINE OF SAID ALLEY 30 FEET MORE OR LESS TO NORTHWESTERLY LINE OF LOT 163 IN BLOCK 6 IN SHEFFIELD'S ADDITION AFORESAID; THENCE ALONG LAST MENTIONED LINE NORTHEASTERLY AND PARALLEL TO SOUTHEASTERLY LINE OF LOT 161, 22.3 FEET; THENCE EASTERLY ALONG NORTHWESTERLY LINE OF SAID LOT 163, 42 FEET; THENCE NORTHWESTERLY 58 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

S/108 3165 (RSM)

PERM. INDEX 14-32-425-181

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 as therein

Full power and authority is hereby granted to said Trustee to acquire, manage, protect and subdivide said real estate or any part thereof, to dedicate public streets, highways or alleys to create any subdivision or part thereof and to resubdivide said real estate as often as desired, to contract to sell to grant options to purchase or 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 to grant to such successor or successors in trust all the title, estate, powers and authorities vested in said Trustee to donate, in dedication, 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 leases 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 demise 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, to contract to grant options to lease and options to lease and options to lease and options to purchase the whole or any part of the real estate and to contract respecting the manner of fixing the amount of present or future rentals to partition or in 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 appurtenant to said real estate and 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 may deem lawful for any purpose within the same 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, be obliged to see to the application of any purchase money or any 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 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 Registrar of Titles of all counties, relying upon or claiming under any such mortgage, 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, that such conveyance or other instrument was executed in good faith and in compliance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof if any, and binding upon all beneficiaries hereunder, in 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 trust or trusts hereunder.

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, demand 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 deed or said Trust Agreement or any amendment thereto, 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 as their attorney-in-fact, hereby irrevocably appointed for such purposes or at the direction 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 whomsoever 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, 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 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 Registrar of Titles is hereby directed not to register, or to file in the certificate of title or duplicate thereof, or memorial, "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 act or statute of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 11th day of February, 1986. Joyce Thompson (SEAL) and Moses Thompson (SEAL)

STATE OF ILLINOIS, Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that MOSES Thompson and Joyce Thompson 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 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 11th day of February, A.D. 1986. Howard Harris Notary Public

My commission expires November 18, 1989

American National Bank and Trust Company of Chicago
Box 221
1630 N. DAYTON Chicago, Ill.
For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamp

86113859

Document Number

UNOFFICIAL COPY

85113859

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#11111 TRAN 5718 03/25/06 10:05:00
#9209 # 2 * 86-113859

//