

DEED IN TRUST

UNOFFICIAL COPY 86120895

Form 101 Rev. 11-71

The above space for recorder's use only.

Ball DB 70 33/82

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Connie L. Kaiser, a spinster of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 0/100 Dollars (\$ 10.00),

12.00

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys and Warrants 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 19th day of March 19 86, and known as Trust Number 66948, the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL 1 IN 450-458 WEST 33RD STREET TOENHOUSE DESCRIBED AS FOLLOWS: THE EAST 30 FEET OF LOTS 25 AND 26 TAKEN AS A TRACT IN SEAT AND SMITH'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 5 (EXCEPT THE EAST 124.8 FEET THEREOF) IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 13 EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Grantor also hereby grants to the Grantee, its successors and assigns as rights and easements appurtenant to the above-described real estate the rights and easements for the benefit of said property set forth in the Townhouse Declaration and Grantor reserves to itself, its successors and assigns the rights and easements set forth in said Declaration for the benefit of the remaining property described herein. This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Full power and authority is hereby granted to said Trustee to 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 resubdivide 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 collaboration, to convey said real estate or any part thereof to a successor or assignee in trust and to grant to such successor or assignee in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by lease in perpetuity or in fee, 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 make lease, 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 regarding the manner of fixing the amount of present or future rentals, in 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 appurtenant 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 or part 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 to the application of any purchase money, rent or 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 said county, relying upon or claiming under any such conveyance, lease or other instrument, (a) 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, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (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 it, 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 deed or said Trust Agreement or any amendment thereto, or for injury to persons 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 entered into by it in the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in his own name as Trustee, an express trust and not individually (and the Trustee shall have no obligation whatsoever with regard 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 its 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, 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 in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or issue 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 or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal this 19th day of March 1986. Connie L. Kaiser, a spinster

STATE OF Illinois, James L. Elsesser, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Connie L. Kaiser

personally known to me to be the same person whose name she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 seal this 19th day of March A.D. 1986. James L. Elsesser Notary Public

My commission expires 11/8/87

This space for affixing Riders and Revenue Stamps

STAMPS AFFIXED TO DOC. 86120895

86120895

American National Bank and Trust Company of Chicago Box 221

For information only insert street address of above described property.

TH DB

UNOFFICIAL COPY

CHICAGO, ILLINOIS
CRJ

1985 MAR 31 PM 2:05

86120895

Property of Cook County Clerk's Office

MAIL TO :

JAMES L. ELSSENER
120 W. MADISON STREET 1310
CHICAGO, ILLINOIS 60602

UNOFFICIAL COPY

JAMES L. ELSSBERG
120 W. MADISON SUITE 1310
CHICAGO, ILLINOIS 60602

MAIL TO :

Property of Cook County Clerk's Office

86120895

ILLINOIS
STATE CLERK

1985 MAR 31 PM 2:05