

THIS INDENTURE WITNESSETH, THAT THE GRANTOR(S) JOSEPHINE FAVIA and JOSEPH FAVIA, her husband, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/hundredths 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 20th day of May 19 86, and known as Trust Number 67457, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 16 and 17 in Block 2 in Hough and Reed's Addition to Washington Heights, being a Subdivision of that part of the Southwest 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, lying North of the South 100 acres thereof, (except Railroad right of way) in Cook County, Illinois.

Permanent Real Estate Index Number(s): 25-08-304-047, <sup>25-08-304-048</sup>  
25-08-304-048. <sup>25-08-304-047</sup> <sup>TP</sup>

Address of Real Estate: 9942 S. Vincennes, Chicago, IL 60643

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 varie 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 consideration, to convey said real estate or any part thereof to an successor or successors in trust and to grant to such successor or successors in trust all other estate powers and authorities herein granted to do and to defend by mortgage, pledge or otherwise encumber said real estate or any part thereof to do and to convey, from time to time, in partition or reversion, or lease or otherwise in present, future and after times and for any period or periods of time, not exceeding in the case of any single term, the term of 199 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 leases and to grant options to lease 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, or grants, assignments, or transfers, or to charge or encumber any part thereof, or interest in or about or associated therewith, or any part thereof, and to lease with said real estate and every part thereof, in all other ways and for such other considerations as would be lawful for any person owning the same to 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 in 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 other moneys received or obtained by said Trustee or any successor in trust, the terms of this trust have been complied with, or be obliged to contribute into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to invade 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 concluding the Register of Titles of this country, 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 Trust Agreement, or by any amendment thereto, 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, and every deed, trust deed, mortgage, lease or other instrument, and every other instrument, and every other obligation, and every limitation contained in this Indenture and the said Trust Agreement, or in all amendments thereto, of any, and binding upon all beneficiaries hereunder, (a) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, morte or other instrument and (b) 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 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 person or property happening in or about said real estate, and all such liability being expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by Trustee in connection with this Deed or any amendment thereto, or by any beneficiary or successors in trust, or by any other person, or for any purpose, or at the election of the Trustee, in its own name, or in the name of an attorney, 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 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 limited to the interest, assets 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 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 Register of Titles is hereby directed not to register or record 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, S. Favia, 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, S. Favia, aforesaid has hereunto set their hands, S. Favia, and

seal. S. Favia this 27<sup>th</sup> day of May 19 86.  
Josephine Favia (SEAL) Josephine Favia (SEAL)  
JOSEPHINE FAVIA (SEAL) JOSEPH FAVIA (SEAL)

STATE OF Illinois, I, DINA M. ARRIGO, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Josephine Favia and Joseph Favia, her husband, are

personally known to me to be the same person, whose name is they, 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 27<sup>th</sup> day of May A.D., 19 86.

My commission expires January 4, 1987

# UNOFFICIAL COPY

054843

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE STAMP MAY30'86  
F 6 10432

22.50

054338

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE STAMP JUN11'86  
F 6 10432

05.00

DEPT-01 RECORDING \$11.00  
T#4444 TRAN 0056 86/04/86 10:10:00  
#1220 # D \*-86-222859

147913

COOK CO. NO. 016  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
P.B. 10687 MAY30'86 DEPT. OF ★★★  
REVENUE 22.50

148057

COOK CO. NO. 016  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
P.B. 10687 JUN-2'86 DEPT. OF ★★★  
REVENUE 05.00

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MAILED TO:  
JOSEPH WROBEL  
205 W. RANDOLPH  
#1740  
Chicago IL 60606

86222869

-86-222859