

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, PHYLLIS SCHWARIZ and PAUL LEAVESSEUR 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 21st day of May 19 87, and known as Trust Number 102586-06, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 5 (except the West 8 feet condemned for alley) in County Clerks Division of West 1/2 of Lots 9 to 11, in the North 1/4 of South 1/4 of Lot 12 in Block 2 in Sheffield Addition to Chicago in Section 33 Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 1874 N. Howe, Chicago, Illinois

Permanent Index No. 14-33-302-078

ERIG, Inc.

TO HAVE AND TO HOLD the said real estate with the usual covenants, 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 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 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, to dedicate, 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 lease 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 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, to contract to make lease and to grant options to lease and options to renew leases and options to purchase the whole 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 appurtenances 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 should be lawful for any person owning the said real estate 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 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 received or paid on said real estate, nor be obliged to see to the payment of the term of this Trust Agreement, nor be obliged to inquire into the authority, legality or expediency of any act of said Trustee, 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 benefit of title of such instrument, and no such person shall be liable for any loss or other instrument, but 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, and that such conveyance or other instrument was executed in compliance with the terms, conditions and limitations contained in this indenture and in said Trust Agreement, and in all specifications thereof, and that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage, lease or other instrument and to do the cooperative thing, power, authority, duties and obligations of the title of their profession in that

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or assigns in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or any of 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 instrument herein or for injury to person or property, including injury or about said real estate, and all such liability shall hereby expressly waived and released. Any contract obligation or indemnification hereunder or entered into by the Trustee or successors with said real estate in any way shall be in the name of the Trustee or its successors, 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 indemnification 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 whatsoever, and whatsoever shall be advised 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 of any other disposition of said real estate, and such interest is hereby declared to be personal property, and no benefit hereunder shall have any title or interest, legal or equitable in or to said real estate as such, but only an interest in the cash, stocks and proceeds thereof at expiration of the term hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title to the simple, in and to all of the real estate above described

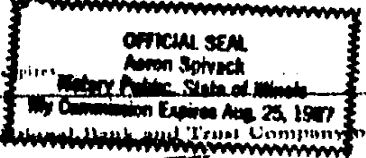
If the title to any of the above real estate is or hereafter shall be registered in the Register of Titles in any State or Territory, or in the certificate of title or duplicate thereof, or memorial, the words "in trust" or upon condition or with limitations or words of similar import, in accordance with the statute in such case made and provided

And the said grantor hereby expressly waives and releases, 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, S. Phyllis Schwariz and Paul Leavesseur, are personally present and have signed their names and affixed their seals to this deed on this 21st day of May 1987.

STATE OF ILLINOIS County of COOK AARON SPIVACK, Notary Public in and for the County of Cook, State of Illinois, do hereby certify that PHYLLIS SCHWARIZ and PAUL LEAVESSEUR are the persons whose names are subscribed to the foregoing instrument.

personally known to me to be the same person S. who name S. are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are they subscribed, read 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 seal this 21st day of May 1987.



American National Bank and Trust Company of Chicago

For information only insert street address of above described property.

37432613

Notary Public in and for the County of Cook, State of Illinois

# UNOFFICIAL COPY

"Exempt under provisions of Paragraph   , Section    of the  
Real Estate Transfer Tax Act."

8/5/87

Date

Ed. G. Banta

Buyer, Seller, or Representative

EXEMPT UNDER PROVISIONS OF PARAGRAPH    AND SECTION    OF THE  
CHICAGO TRANSFER TAX ACT, SEC. 200.1-2 (B-6) OF PARAGRAPH    AND SECTION    OF THE  
CHICAGO TRANSFER TAX ACT, SEC. 200.1-4 (B) OF THE  
CHICAGO TRANSFER TAX ACT.

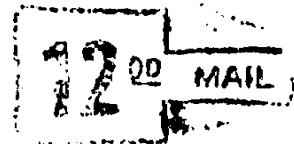
8/5/87  
Date

Ed. G. Banta  
Buyer, Seller, or Representative

Property of Cook County Clerk's Office

DEPT. OF RECORDS & CLERK  
1000 SOUTH WASHINGTON  
CHICAGO, ILL. 60607  
87432613

Aaron Spruick  
210 W. Illinois  
Chicago, IL 60610



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