

DEED IN TRUST

COOK COUNTY, ILLINOIS

FILED FOR RECORD

1987 AUG 27 PM 2:30

87473917

Form 101 Rev. 11-71

The above space for recorder's use only.

87473917

COOK
CO. NO. 015

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, DAVID STEGMANN, a bachelor, and
 THOMAS STEGMANN, a bachelor
 of the County of Cook and State of Illinois
 of the sum of Ten and No/100ths - - - , for and in consideration

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 27th day of July, 1987, and known as Trust Number 103144-09

the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 5 in Block 1 in William E. Hatterman's Irving Park Boulevard Subdivision
 in the North West quarter of Section 24, Township 40 North, Range 13, East
 of the Third Principal Meridiana, in Cook County, Illinois.

Commonly known as 3145 W. Irving Park Road, Chicago, Illinois 60618
 Permanent Real Estate Index Number 13-24-100-004 CAO M.

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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 by said Trustee to David E. Stegmann, trustee and subscriber and real estate or any part thereof, to dedicate parks, streets, highways, or alleys to public use and subdivision or sell thereof, and to subdivided said real estate as often as desired, to contract to sell to whomsoever, options to purchase, to sell on any account, to convey, alienate or otherwise transfer, 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 or any 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 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 term, the term of 100 years, and to allow, grant, lease, let, and otherwise dispose of the same to any person or persons, for any term or terms, and the terms and provisions therein, and at any time or times hereinafter, notwithstanding that the same may be held in joint tenancy or in any other manner, 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, to grant, remit or charge of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant in 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 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 was 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 pay any of 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 his agent or privilgee, or inquire into any of the terms of said Trust Agreement, or every term, condition, or other instrument contained in any instrument executed by said Trustee, relating thereto, or any other instrument, lease or other instrument, (a) 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, (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, any and all binding upon said beneficiaries, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage, or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

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 successor or successors in trust shall have any personal liability or be subjected to any claim, judgment, decree, or order, or for any debt, claim or demand, or any other liability, arising out of or in connection with this trust, or any other instrument or agreement entered into by or among the parties hereto, for injury to person or property happening to 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 breached into by it in the name of the beneficiaries under said Trust Agreement or 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 to the payment and discharge thereof). All persons and corporations whosoever, and whatever 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, avails 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, avails 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 to said real estate, and in 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 memorandum, the words "In trust," or upon condition, or "With Limitation," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor, , hereby expressly waive, , any and all right or benefit under and by virtue of any and all copies of the State of Illinois, providing for exemption of homestead from sale on execution or otherwise.

To witness Whereof, the grantors aforesaid have hereunto set their hands, this 27th day of August, 1987.

A. L. K. M. [Signature] Thomas Stegmann [Signature]

[SAKAI] [SAKAI]

STATE OF Illinois, the undersigned, a Notary Public in and for said

COUNTY OF Cook, County, in the State aforesaid, do hereby certify that

DAVID STEGMANN, a bachelor, and THOMAS STEGMANN, a bachelor,

personally known to me to be the same person, whose name appeared before me this day in person, and I declare that

delivered me said instrument OFFICIAL SEAL free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the TOM L' HILL notarial seal.

GIVEN under Notary Public, State of Illinois, seal this 24th day of August, A.D., 1987.

My Commission Expires 1/20/91

Notary Public

My commission expires

American National Bank and Trust Company of Chicago

Box 224

JULY.

This instrument was prepared by
 Karl M. Kotter, 36426 Cornelia
 For information only insert street address of
 above described property.
 Chicago, IL 60630

UNOFFICIAL COPY

11/26/01

Property of Cook County Clerk's Office

BOX 333-WJ

Mail to

Kui-Young Shim
77 W. Washington - Ste 1701
Chicago, IL 60602