

UNOFFICIAL COPY

Exempt under Real Estate Transfer Act Sec.
Par. 2 & Cook County Ord. 53-22
Date 9-4-92 Sign. Deobolmer

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Thomas P. Fitzgerald and Carol C. Fitzgerald, his wife, as joint tenants, of the County of Cook and State of Illinois, for and in consideration of the sum of One Hundred and no/100-----Dollars (\$ 100.00), 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 10th day of August 1987, and known as Trust Number 103241-01, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 8 and 9 in Block 3 in Indian Hill Estates, being a subdivision of part of the South 1/2 of Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded September 7, 1926 as Document No. 9393459, in Cook County, Illinois

C 80

P.I. N. 05-29-408-017-0000	v.105 - LOT- 8
05-29-408-018-0000	v.105 LOT- 9

AFTER RECORDING, PLEASE DELIVER TO:

Mr. Greg Glassman
Rosenthal and Schanfield
35 East Monroe, Suite 4620, Chicago, Illinois 60603

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 manage, protect and subdivide said real estate or any part thereof, to delineate paths, streets, highways or alleys in said 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 enter said real estate or any part thereof to a successor or trustee in trust, to lease, and to grant to such successor or trustee, in trust, all rights, 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, subject to the terms of any mortgage, lease or other encumbrance, for any period of time, but exceeding the term of any single lease, to renew, extend or increase any lease, or to renew, extend or increase any period of time and to amend, change or modify leases and options to renew, extend or increase them at any time or times hereafter, to contract to make leases and 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 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 retain elements of charges of any kind, to release, convey or assign any right, title or interest in or about or easements 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 having 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 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 title that have been granted, held or retained by said Trustee, or any successor in trust, are in accordance with the terms of said Trust Agreement, and every deed, title deed, mortgage, lease or other instrument granted by said Trustee, or any successor in trust, in relation to said real estate shall be conclusively deemed to be in fact at the time of the delivery thereof the trust created by this instrument, and by said Trust Agreement was in full force and effect, so 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 thereunder, so 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 so that the conveyance to him made to a successor in trust, that such successor of successors in trust have been properly apprised and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the title or their predecessor to that

This witness 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 incur any personal liability or be subjected to any claim, judgment or decree for anything it or they, 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 instrument or any amendment or supplement thereto, or for injury to person or property happening in or about the said real estate, or for any loss or damage arising thereby expressly waived and released. Any contract, obligation or indebtedness incurred by the Trustee in connection with said real estate may be created into by it in the name of the then beneficiary, which may be any person, firm, corporation, their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election 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 whomever 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, net and profits arising from the sale of any other division of said real estate, and such interest is hereby defined 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, net and profits 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 put 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.

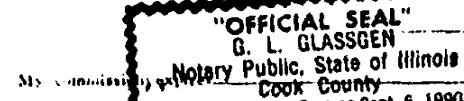
And the said grantor, *[Signature]*, hereby expressly waives and releases to the said Trustee, any and all right or benefit under and by virtue of any and all statutes of the state of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, *[Signature]*, herforeid has hereto set his hand, and

real this *16th* day of *August* 19*87* *87*
[Signature] *[Signature]*
 Thomas P. Fitzgerald Carol C. Fitzgerald
 [REAL] [REAL]

STATE OF ILLINOIS *Gregory C. GLASSMAN*, a Notary Public in and for said COUNTY OF COOK *County, in the State aforesaid, do hereby certify that Thomas P. Fitzgerald*
and Carol C. Fitzgerald, husband and wife

Personally known to me to be the same person as whose name is *[Signature]* subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *[Signature]* signed, sealed and delivered the said instrument as *[Signature]*, 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 *[Signature]* seal this *16th* day of *August* 19*87* *87*
 A.D. 19*87* *87*
 Notary Public



XXXXXX-XXXX-XXXX-XXXX-XXXX-XXXX-XXXX-XXXX
 BOX 78
 29x32x

1075 SCWEGA ROAD
 WILMETTE, ILLINOIS
 For information only insert street address of
 above described property.

87502012
 Document Number

RECORDED

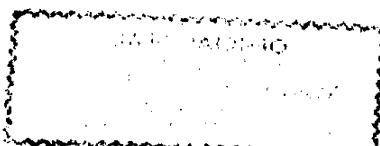
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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$10.00
JUL 11 1987 TRAN 1954 07/14/87 11:23:09
40737 # 1A X-87-502012
COOK COUNTY RECORDER

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