

UNOFFICIAL COPY
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Form 181 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Jane Heron, DIVORCED and not since REMARRIED of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 - - (\$10.00) - - - 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 10th day of April 19 87, and known as Trust Number 102656-01 the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 40 and 41 in block 7 in subdivision of 39 acres of east side of east 1/2 of southeast 1/4 of Section 26, Township 40 north, Range 13 lying east of the 3rd principal meridian in Cook County, Illinois

This deed is exempt from real estate transfer tax per Paragraph (e)

Roberts Gay, Jr. A Notary

Permanent Index Number 13-26-429-006 A11K

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 accept, manage, protect and subdivide said real estate or any part thereof, to dedicate parts, streets, highways or alleys to public use, to sell or otherwise dispose of said real estate as often as desired, to contract in writing, to grant options to purchase, to sell on any terms, to convey either with or without reservation, 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 of the title, estate, powers and authorities vested in said Trustee, to demand, 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 perpetuity, by lease in perpetuity or in fee simple, and upon any terms and for any period or periods of time, not exceeding in 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, in 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 premises and in contract to receive the same, and to bind 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 (license or charge of any kind, to release, convey or assign any right, title or interest in or about or connected herewith) 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 should be lawful for any person dealing with the same, or 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 to the terms of this trust having 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 any State) 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 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 trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, 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 treated 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 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 charge 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 Indenture 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 shall be fully, expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be incurred by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the option of the Trustee, in its own name, as Trustee of an express trust and not trustitarily (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except 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 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 or any of them shall be only in the earnings, state 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 in said real estate as such, but only, an interest in the earnings, state 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 Registrar of Titles is hereby directed not to register or to issue 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 laws 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 10th day of April 1987
Jane Heron (REAL)

STATE OF Illinois } Robert J. Galgan, Jr., a Notary Public in and for said
COUNTY OF DuPage } County, in the State aforesaid, do hereby certify that Jane Heron is

personally known to me to be the same person whose name is 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 redemption.

GIVEN MY NOTARY PUBLIC, STATE OF ILLINOIS seal this 10th day of April A.D., 19 87
MY COMMISSION EXPIRES 2/3/91
Roberts Gay, Jr. Notary Public

My commission expires February 3, 1991

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This space for affixing Riders and Revenue Stamps

Document Number

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TR1111 TRAN 4095 09/23/87 14:16:00
#6488 # A * -87-520422
COOK COUNTY RECORDER

12⁰² MAIL

MAIL TO:

Robert J. Galgan, Jr.
Attorney at Law
340 Butterfield Road
Lockbox 3575
Oak Brook, Illinois 60521



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