

BF657264

COOK COUNTY 618

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Roger G. FORTE and Carolyn Sue Forte, his wife 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 27th day of November 19 87, and known as Trust Number 104097-04

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

Lot 43 in Witwicki's first addition to Glen Eden Estate being a subdivision of that part of the North East 1/4 of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian described as follows;

Commencing at the South East Corner of the North East 1/4 of Said Section thence North along the East Line of Said Section, 5 chns and 50 Links thence west Parallel with the South Line of North 1/4 of Section 11, aforesaid 27 chns and 33 Links; Thence South 5 chns and 50 Links to the South Line of the North 1/4 of Section 11 Aforesaid, Thence East on Said South Line to Point of Beginning (except the West 487.34 Feet of Said Tract) and (except the East 600 Feet thereof) also the North 10 acres of the North 20 acres of the East 1/4 of the South East 1/4 of Sect. 11 TOWNSHIP 40 North, Range 12, 1430

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein set forth 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 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 partition, 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 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 10 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 of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to purchase said real estate, or any part thereof, for other real or personal property, to grant easements or shares of any kind, to release, convey or assign any right, title or interest in or about or 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 owning the same in fee 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 the trust hereinafter created, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or permitted 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 said real estate, rippling 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 vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his 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 thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, litigation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into 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 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, litigation or indebtedness exceeding so far as the trust property and funds in the actual possession of the Trustee shall be applicable for any 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 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 in 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 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 file in or 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 S. aforesaid have hereunto set their hands and seals this Tenth day of December 19 87

(SEAL) [Signature] (SEAL) [Signature]

STATE OF Illinois, I, Dennis R. O'NEILL, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Roger G. FORTE and Carolyn Sue FORTE, his wife

personally known to me to be the same person S. whose name S. subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed 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 Tenth day of December, A.D., 19 87

My commission expires [Signature] Notary Public My Commission Expires 9/20/91

American National Bank and Trust Company of Chicago Box 221

For information only insert street address of above described property.

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 700.00 CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE 700.00

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