

## UNOFFICIAL COPY

DEED IN TRUST

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, S FLORENCE VIENTINGHOFF, a widow not since remarried and MARGARET STURM, a widow not since remarried 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 18<sup>th</sup> day of November 19 84, and known as Trust Number 66540, the following described real estate in the County of COOK and State of Illinois, to wit:

LOT THIRTY (30) in BLOCK TEN (10) in the NORTH WEST LAND ASSOCIATION SUBDIVISION of the East half of the East half of the North East Quarter and the East Thirty Three (33) feet of the West Half of the East half of the North East Quarter South of Right of Way of the Northwestern Elevated Railroad of Section Thirteen (13), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

## PROPERTY INDEX NUMBERS

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, 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, repair, paint and subdivide said real estate or any part thereof, to dedicate parts, streets, alleys, or easements, to establish or pull down, and to rebuild or add to 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 of the title, 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, 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 lease the term of 100 years, and to charge or retain reasonable rent thereon, to let and to renew, to extend, to renew, to extend, to renew, to exchange, to purchase the whole or any part of the rental and to remit rents to the manner of letting 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 easements or charges of any kind, to release, convey or assign any right, title or interest in or about or over any 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 set forth.

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 pay in the application of any purchase money, rent or money borrowed or advanced on said real estate, or any part thereof, any sum which may have been computed by the Trustee or his agents or attorney in law, necessarily or contingently, or otherwise, of said Trustee, or by him or his attorney or authorized 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 County) 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 the Indenture and in said Trust Agreement, or in all amendments thereto, if any, and binding upon all parties hereto, (c) that such title, or any part thereof, is in trust, or fully established and delivered, to the extent and delivery, 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 appraised 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 condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor any officer, director, employee, agent, or attorney shall incur any personal liability or be subjected to any claim, judgment, decree, or award, for anything, if 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 thereto, or for injury to persons or property happening in or about said real estate, any and all such liability being held by the grantor expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced only by the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointing for such purpose, or, in the event of the death of the trustee, his own name, as Trustee of an express trust and in accordance with the terms, conditions and limitations contained in the Indenture, or any amendment thereto, and binding upon all persons hereafter, who may be appointed to succeed to all such contracts, obligations or indebtedness, expressly taking 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 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 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 right of 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 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 not, in the certificate of title or duplicate thereof, or memorial, the words "In trust," or upon title, or "With Limitations," or words of similar import, in accordance with the statute in such case made and provided.

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

In Witness Whereof, the grantor S aforesaid has signed their hand and

seals this 18<sup>th</sup> day of November 19 84.

FLORENCE VIENTINGHOFF (MARK) (SEAL)  
Elaine Wyka (SEAL)

MARGARET STURM (SEAL)  
June Stowak (SEAL)

STATE OF ILLINOIS, the undersigned  
County of COOK, County, in the State aforesaid, do hereby certify that FLORENCE VIENTINGHOFF  
did make her mark and the witnesses named above did witness in my presence the making said mark and MARGARET STURM

personally known to me to be the same person S whose name S marks & witness subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and marked 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 seal this 18 day of November A.D. 19 84

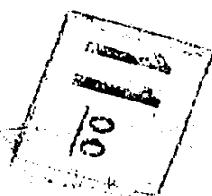
Dolores J. Wyka  
Notary Public

My commission expires June 17, 1987

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COOK COUNTY RECORDER  
#3171 # A # 87-056854  
THE333 TRAN 6607 01/28/87 15:55:00  
DEPT-01 RECORDING \$11.00