

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **LAURA A. ABERNATHY, Divorced,**  
 and not since remarried,  
 of the County of **Stafford** and State of **Virginia**, for and in consideration  
 of the sum of **Ten and no/100**-----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 **12th** day of **August** 19**86**, and known as Trust Number **069149-07**  
 the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

The South 1/3 of that part of Lot 2 laying West of alley in  
 Block 4 in Andersonville in the North West 1/4 of the South  
 West 1/4 of Section 8, Township 40 North, Range 14, East  
 of the Third Principal Meridian (except that part thereof  
 falling within West 50 feet of Section 8 aforesaid conveyed  
 to City of Chicago by Deed recorded as Document #10810128)  
 situated in Cook County, Illinois.

**E-A-O**  
**P.I.N. 14-08-009-005**  
**Address of Real Estate: 5013 N. Ashland, Chicago, IL 60640**

87137653

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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to lease, divide said real estate or any part thereof as desired, to contract to sell or grant options to purchase or 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 full and to grant to such successor or successors in full all of the 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 lease to commence in the 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 99 years, and in terms of annual lease 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 order to make leases and to grant options to lease and options to purchase and to purchase the whole or any part of the reversion and in contract respecting the manner of fixing the amount of present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant successions of any kind, to release, convey or assign any claim, title or interest in or about or appertaining 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 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 to 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 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 acquiring title of record of said Trustee or any successor in trust in relation to said real estate, lease or other instrument, as 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, that such conveyance or other instrument was executed in compliance with the terms, conditions and limitations contained in this indenture and in said Trust Agreement, and to all amendments thereto, and binding upon all beneficiaries hereunder, and that said Trustee, or any successor in trust, was fully authorized and empowered to execute and deliver such deed, trust deed, lease, mortgage or other instrument and that if the conveyance made to a successor of the estate in trust, that said successor or successors in trust have been fully authorized 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 its successors or assigns in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or any of their agents or attorneys may do or omit to do in or about the said real estate or about the provisions of this Deed or said Trust Agreement or any amendment thereto, or for failure to perform or properly administering in or about said real estate, and all such liabilities, judgments, claims, decrees, suits, claims, damages, obligations or other consequences shall be assumed and paid by the grantor or the grantors, or their heirs, assigns, personal representatives or successors under said Trust Agreement, or their attorneys in fact, hereby irrevocably assigned for each purpose to the satisfaction of the Trustee in its own name, as Trustee, of an express trust and shall individually and not jointly and severally be the responsibility and obligation of the grantor or grantors, individually or as Trustee, and shall be charged with notice of this condition from the date of the filing for record of this Deed. All persons and corporations whatsoever 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 him or any of them shall be only in the earnings, rents 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 of interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, rents 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 in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or file 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 applicable.

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

In Witness Whereof, the grantor, **LAURA A. ABERNATHY** hereunto set her hand and seal this **25th** day of **September** 19**86**.

*Laura A. Abernathy* (S) **Laura A. Abernathy** (S)

STATE OF **Virginia**, **MARGARET DUBEAU** a Notary Public in and for said  
 City of **Alexandria** (City) in the State aforesaid do hereby certify that **Laura A. Abernathy,**  
 Divorced, and not since remarried

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 executed 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 homestead given under my hand and seal this **4th** day of **March** A.D. 19**87**.

*Margaret DuBeau* (S) **Margaret DuBeau** (S)

Notary Public December 16, 1987

American National Bank and Trust Company of Chicago  
 Box 221

5013 N. Ashland Ave.  
 Chicago, IL 60640  
 For information only in the event address of above described property.

Exempt under provisions of Par. (e) Section 4 of the Real Estate Transfer Act.  
 This space for affixing Riders and Revenue Stamps  
 Jated: **MARCH 16, 1987**  
 Laura A. Abernathy  
 Laura A. Abernathy

70290

Document Number

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#0444 TRAN 0217 10-19-00  
#3675 # 10 #-10 10-19-00  
COOK COUNTY RECORDER

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11.00