

2295012

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, DAVID KAPPER AND ELEANOR KAPPER, his wife of the County of Cook and State of Illinois, 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 as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of March 19 87, and known as Trust Number 101522-05, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 10 and 11 in Lembcke's Subdivision of Lot 5 in Block 45 in Sheffield's Addition to Chicago in the West 1/2 of the South West 1/4 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 14-29-302-023-0000

12.00

This instrument was prepared by Fred Carman, 2401 Waukegan Road, Bannockburn, Ill.

PROPERTY OF CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT OF REVENUE APR 13 '87 500.00

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 maintain said real estate or any part thereof, to dedicate streets, highways or alleys and to make any subdivision or part thereof, to subdivide 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 a valid title, 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 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 leases to commence in present or in future, and upon any terms, for any period or periods of time, not exceeding in the case of any lease the term of 100 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 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 using and kind 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, in release, convey or assign any right, title and for such other considerations as it may 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, contacted in 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 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 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 in and under and subject to the terms of this Indenture and by said Trust Agreement 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 duly treated with all the title, estate, rights, powers, authorities, duties and obligations of his, 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 hereunder in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or in the name of the Trustee, in his 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 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, profits 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, profits 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 note 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 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 of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, David Kapper and Eleanor Kapper, his wife, hereunto set their hands and seals, this 31st day of March 19 87.

STATE OF Illinois, County of Cook, Dorothy Rappoport, a Notary Public in and for said County of Cook, do hereby certify that David Kapper and Eleanor Kapper, his wife

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 they signed, sealed and delivered the said instrument as 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 notarial seal this 9th day of April A.D., 19 87. Dorothy Rappoport, Notary Public. My commission expires March 25, 1989.

STATE OF ILLINOIS REAL ESTATE TRANSACTION TAX DEPT OF REVENUE APR 13 '87 500.00 CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT OF REVENUE APR 13 '87 500.00

American National Bank and Trust Company of Chicago Box 221

2748-52 North Southport and 1401 West Diversey, Chicago, Ill. For information only insert street address of above described property.

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE
FILED FOR

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