

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Russell C. Newman 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 S. and Warrant S. 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 25th day of February 19 85, and known as Trust Number 63657, the following described real estate in the County of COOK and State of Illinois, to wit:

See Attached Schedule A for Legal Description

DEPT-31 RECORDING \$12.00
#1111 TRAN 9441 04/13/87 15:17:00
#7548 #A #87-195337
COOK COUNTY RECORDER

291 Hickory Bartlett, IL.
Permanent Index # (6-34-201-017-0000)

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, mortgage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, 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 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, 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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 reservation and to contract respecting the manner of paying 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 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 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 that 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 (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 thereunder, (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 any Trust Agreement or any amendment thereto, 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, 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 beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the direction 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, 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 heretofore registered, the Registrar of Titles is hereby directed not to register or not 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 statutes of the State of Illinois, providing for assumption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 9th day of April 19 87

[SEAL] RUSSELL C. NEWMAN [SEAL]

STATE OF ILL, GEORGE M. PEARCE, a Notary Public in and for said County of COOK, do hereby certify that RUSSELL C. NEWMAN

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 he signed, sealed and delivered the said instrument as his 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 8th day of APRIL A.D., 19 87

George M. Pearce Notary Public My commission expires DEC. 9, 1989

This space for affixing Riders and Revenue Stamps
"Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.
4-13-87 George M. Pearce attorney Buyer, Seller or Representative Date

Document Number 87195337

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SCHEDULE A
UNOFFICIAL COPY
LEGAL DESCRIPTION

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That part of the East half of the Northeast quarter of Section 34, Township 41 North, Range 9 East of the Third Principal Meridian in Cook County, Illinois described as follows: Commencing at a point in the West line of the East half of the Northeast quarter of said Section 34 that is 35.63 chains South of the North line of said Section 34 and 330.0 feet North of the South line of said Northeast quarter; thence North 88 degrees 39 minutes 22 seconds East, parallel with the South line of said Northeast quarter, 362.74 feet; thence North 00 degrees 47 minutes 46 seconds East 421.96 feet; thence North 3 degrees 14 minutes 26 seconds East 363.75 feet; thence South 85 degrees 49 minutes 36 seconds East 168.0 feet to the center line of Hickory Street; thence North 3 degrees 14 minutes 26 seconds East, along said center line, 73.78 feet to an angle point in said center line; thence North 27 degrees 17 minutes 22 seconds East, along said center line, 323.83 feet FOR THE PLACE OF BEGINNING; thence continuing North 27 degrees 17 minutes 22 seconds East, along said center line, 452.74 feet; thence North 62 degrees 42 minutes 38 seconds West, along the South line of lands owned by Jacob Wendler, 450.12 feet; thence North 00 degrees 06 minutes 08 seconds West 608.52 feet to the North line of said Northeast quarter; thence Westerly, along said North line, 516.12 feet to the West line of the East half of said Northeast quarter; thence South, along said West line, 946.68 feet; thence South 70 degrees 11 minutes 50.2 seconds East 753.85 feet to the place of beginning in Cook County, Illinois.

Cook County Clerk's Office
87195337

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RECORDED

LAW OFFICES
SHAHEEN, LUNDBERG, CALLAHAN & ORR
A PROFESSIONAL CORPORATION
20 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606