

71-05-131 DF Blagovest

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, ALBERT ESKINAZI and NADIA ESKINAZI, 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 second day of April 19 87, and known as Trust Number 102112-09 the following described real estate in the County of Cook and State of Illinois, to wit: Lot 7 in Block 106 in White Plains Unit 7, Being a Subdivision in Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: General taxes for 1986 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; ----- public and utility easements; covenants and restrictions of record as to use and occupancy; *and acts done or suffered by or through the Purchaser.

*provided that such covenants and restrictions shall not materially affect the use of the property as a residence

TO HAVE AND TO HOLD the said real estate with the covenants, 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 lease, 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 subordinate said real estate as often as desired, to contract to sell, to grant options to purchase 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 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 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 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, 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 reserving 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 easement 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 trust 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, real 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 contract, 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 thereto, 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 his, his or their predecessor in trust.

This conveyance is made upon the express understandings 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 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 election of the Trustee, in its own name, as Trustee or 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 to the payment and discharge thereof). All persons and corporations whatsoever 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 of any other disposition of said real estate and such interest hereby conveyed to be personal property. Any beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest, in reversion, 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 the same 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 grantors 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals third day of April 19 87. Albert Eskinazi (SEAL) Nadia Eskinazi (SEAL) ALBERT ESKINAZI (SEAL) NADIA ESKINAZI (SEAL)

This instrument prepared by: Tamara L. Dworsky, 121 S. Wilke Rd., Arlington Hgts., IL STATE OF Illinois, I, Tamara L. Dworsky, a Notary Public in and for said COUNTY OF Cook County, in the State aforesaid, do hereby certify that Albert Eskinazi and Nadia Eskinazi, His wife

personally known to me to be the same persons whose names are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of OFFICIAL SEAL requested.

GIVEN AND SIGNED by TAMARA L. DWORSKY, Notary Public in and for said County of Cook, Illinois, on this 31 day of April A.D., 1987. My commission expires 2, 1990

COCK NO. 016 0999 RB 112511 APR 11 1987 DEPT OF REVENUE STATE OF ILLINOIS REAL ESTATE TRANSFER TAX 116.25 Cook County REAL ESTATE TRANSACTION TAX 87205294

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