

12.00

Form 301 Rev. 11-71

The above space for recorder's use only

BOOK 9595
PAGE 018

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, CHICAGO GROUP LIMITED PARTNERSHIP, an Illinois Limited Partnership, 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, Conveys... and Warrants 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 28th day of April 19 87, and known as Trust Number 102347-06

the following described real estate in the County of Cook and State of Illinois, to wit:

The East 1/4 of Lot 35, all of Lots 36, 37 and 38 and all of that part of Lots 39, 40, 41 and 42 lying South of the Metropolitan West Side Elevated Railroad Company's Right of Way heretofore conveyed in Mason's Subdivision of Lot 2 and that part of Lot 3 (except the South 33 Feet thereof) lying East of the Center Line of Leavitt Street in Assessor's Division of unsubdivided Lands in the South 1/2 of the South West 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TAX NO. 14-31-330-010 FCO-AM

This Instrument was prepared by P. JEROME JAKUBCO, 2224 W. Irving Park Road, Chicago, Ill. 60618

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE MAR 13 '87



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 in full.

Full power and authority is hereby granted to said Trustee in and to manage, protect and subdivide said real estate or any part thereof, to dedicate, locate, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to sell, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a third party or to grant to such third party or parties in trust all or part of the title, estate, powers and authority vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or in fee, in present or in future, by lease to commence in present or in future, and upon any term 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 conditions thereof at any time hereafter, in contrast to such leases, and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of filing 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 or convey or charge 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, 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 in 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, fee 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 title of said real estate arising 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 instrument and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, 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 the said Trustee or his or her 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 successors in trust shall incur any personal liability or be subjected to any claim, demand or decree for anything in or by or for or in favor of their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed of 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 enforced in or in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, in the absence of the Trustee, in its 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing or 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 the 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 note in the certificate of title or deed (thereof or amendments), the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such respect and provided.

And the said grantor hereby expressly waives S. ... and releases S. ... 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 aforesaid has hereunto set his hand and seal this 28th day of April 19 87. Sidney Becker (SEAL) SIDNEY BECKER, General Partner (SEAL)

STATE OF ILLINOIS I, P. JEROME JAKUBCO, a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that CHICAGO GROUP LIMITED PARTNERSHIP, an Ill. Limited Partnership, by SIDNEY BECKER, General Partner, pursuant to authority as provided for in ARTICLE IX, 9.1, Paragraph (F), Subsection (iv) of AGREEMENT OF LIMITED PARTNERSHIP, 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 this 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.

OFFICIAL SEAL notarial GIVE TO P. JEROME JAKUBCO Notary Public Cook County, Illinois My Commission Expires August 16, 1989 My commission expires August 16, 1989 Notary Public Seal this 12th day of MAY A.D., 19 87

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE MAR 13 '87 129.50

REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE MAR 13 '87 129.50

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE MAR 13 '87 642.50

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