

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Howard Caplan, a bachelor, 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, 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 18th day of May 1987, and known as Trust Number 102548-03, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE OF HELENA BERGMAN'S SUBDIVISION OF BLOCK 2 (EXCEPT THE WEST 48 FEET OF THE NORTH 125 FEET THEREOF) IN BERGMAN'S SUBDIVISION OF THE WEST 3/4 OF OUTLOT 9 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDED IN COOK COUNTY RECORDER'S OFFICE ON MAY 18, 1987, AT PAGE 51, LINE 109, BOOK # 417, PAGE 415.

COOK COUNTY RECORDER

87-302415

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 create any subdivision or part thereof, and to condemn and sell 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 duration, to convey and sell 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 power and authorities vested in said Trustee, to damage, 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 under any terms, and for any period or periods of time, and to make any alterations, additions, or other improvements thereto 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 fixing 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, charges of any kind, to release, convey, assign any right, title or interest in or about or concerning 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 the person holding 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, contractor to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to apply the application of said Trustee, rent or money borrowed or advanced on said real estate or be obliged to use the term of this trust date before making payment of the same, or to be obliged to include into the authority heretofore given to said Trustee to convey any of the terms of said Trustee, any other instrument or instrumentality, lease or other instrument executed by said Trustee, or any successor in trust, in relation to any real estate, which shall be conclusive evidence in favor of every person dealing with the Registrar of Titles of said county, relying upon or claiming under any such conveyance, lease or other instrument, or 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, or 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, and holding those whomsoever they may be, the said Trustee, or any successor in trust, was duly authorized and empowered to execute, deliver, execute, subscribe, sign, seal, affix, affixes, or other instrument, and do all the consequences to be made to his 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 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, suit or action for anything done by them or their agents or attorneys, by or on behalf of the grantor, under this Indenture, or any amendment thereto, or any other instrument or instrumentality, or any other obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate, and all such liability being hereby expressly waived and released. And the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction 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 whomsoever 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, gains and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be total 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, gains 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 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, releases, and discharges, any and all right or benefit under and by virtue of any and all statute of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has his hand and seal this 18th day of May 1987.

Howard Caplan

STATE OF ILLINOIS, the undersigned, a Notary Public in and for said COUNTY OF COOK, County, in the State aforesaid, do hereby certify that Howard Caplan

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 this 22nd day of MAY A.D. 1987.

"OFFICIAL SEAL"
Thomasine Johnson
Notary Public, State of Illinois
My Commission Expires 2/24/88

American National Bank and Trust Company of Chicago
Box 221

2731 NORTH WILTON
CHICAGO, ILL.
For information only insert street address of
above described property.

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