

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, EVA D. MC FADDEN, a Divorced Woman Not remarried of the County of Cook and State of Illinois, for and in consideration of the sum of TEN ONLY 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 21st day of May 19 87, and known as Trust Number 10-2593-07 the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 129 and 130 in William B. Weigels Subdivision of the West 1/2 of the Northwest Quarter of the Southwest Quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record; private, public, and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 1986 and subsequent years.

PREPARED BY: Richard D. Joseph 53 West Jackson Blvd., #201 Chicago, Illinois 60604

TAX NUMBER: 16-02-310-005 Address: 1041 North Harding Chicago, Illinois 60651

EBD ALL

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 accept, execute and subscribe said real estate or any part thereof, to dedicate parts, streets, highways or alleys to create and subdivision or part thereof, to redivide 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 successor in trust and to grant to such successor or successors in trust all of the rights, title, powers and authorities vested in said Trustee, to execute, to modify, to amend, to change or otherwise amend said real estate, or any part thereof, to issue said real estate, or any part thereof, from time to time, in possession or reversion, by lease to successive tenants in present or in future, and upon any terms and for any period or periods of time, and to execute in the case of any lease to divide the term of the lease, 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 or times hereafter, to contract to make leases, 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 accept or charge of any kind, to release, convey or assign any right, title or interest in or about or connected with said real estate or any part thereof, and to do all such things and every part thereof as he shall see fit and for such other considerations as he may deem proper and lawful for any person entering the same, with the same, whether similar to or different from the acts herein specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, be liable 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 satisfaction 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 any successor in trust, or be obliged to inquire into any of the terms of said Trust Agreement; and every deed, lease, 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 State) relying upon or relying under any such conveyance, lease or other instrument, (1) 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, (2) 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 thereof, if any, and binding upon all beneficiaries hereunder, (3) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and (4) if the contrary is made to a conveyance or instrument in trust, that such conveyance or instrument 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 condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in or done or omitted to do 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 instrument therein, or for injury to person or property happening to 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 satisfied from the proceeds of the sale of the same, in 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 in 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 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 to 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 in trust, but only an interest in the earnings, profits and proceeds thereof in 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 in far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. For example, 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 to issue any certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitation," or words of similar import, in connection with the estate in such case made and provided.

And the said grantor hereby expressly waives, and releases, and conveys, and all right or benefit under and by virtue of any and all laws of the State of Illinois, providing for exemption or homestead from said real estate or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 20th day of May 1987. Eva D. McFadden (SEAL) (SEAL)

STATE OF ILLINOIS } I, Richard D. Joseph, a Notary Public in and for said County of COOK } County, in the State aforesaid, do hereby certify that Eva D. McFadden a Divorced woman NOT REMARRIED

personally known to me to be the same person whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she delivered the said instrument as her 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 14th day of June 1987 Richard D. Joseph Notary Public, State of Illinois My commission expires Feb. 26, 1988

American National Bank and Trust Company of Chicago Box 221 1041 N. Harding, Chicago IL 60651 For information only insert street address of above described property.

4387

This space for affixing Riders and Revenue Stamps

87313878

Document Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

. DEPT-01 \$12.00
. T#0003 TRAK 0578 06/09/87 16:46:00
. #1818 # C *-87-313878
. COOK COUNTY RECORDER

* CITY OF CHICAGO
* REAL ESTATE
* 1000
* 1000
* 1000

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS 60601

073848 Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP 058-0787 31.00
073848

12⁰⁰

87313878

87313878