

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, PAUL E. PHILLIPS, divorced and not since remarried of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and No/100ths ----- 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 8th day of June 19 87, and known as Trust Number 102711-04 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 11 in Block 2 in Sunset Ridge Farms Unit No. 1, being a Subdivision of part of the West 1/2 of Section 26, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois

01-26-302-006-0000 FADP

Subject under FADP Transfer Tax Act Sec. 4  
6 Cook County Oct 86104 P.D.

Date: 7/21/87

Sign. *Mike Daugherty*

DEPT 41 RECORDING  
T#1111 TRAN 7185 07/02/87 16:20:00  
W#682 # A 407-366418  
COOK COUNTY RECORDER

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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, alleys, or other parts of said real estate, to convey either with or without consideration, to convey said real estate as offered at sealed bid, or to contract to sell, or to lease, or to sublease, or to mortgage, or otherwise encumber said real estate, or any part thereof, to any person, to a successor or successors in trust and to grant to such successor or successors in trust all of the title, status, powers and authorities vested in said Trustee, to donate or 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 upon any term, and for any period or periods of time, not exceeding in the case of any single lease, the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time, not to exceed, change or modify leases, and the terms and provisions thereof, and to make all reasonable and necessary arrangements to collect rents and other amounts due thereon, to lease and sublease, to renew leases and options to purchase the whole or any part of the property and to contract respecting the manner of fixing the amount of premium or future rentals, to partition on the inheritance of 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 and/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 to do 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 in the application of any part of the purchase money, rent or money borrowed or advanced on said real estate, or be obliged to pay 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 to demand or privilege 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 binding on the parties thereto, including the Trustee, his wife, his heirs, executors, administrators, trustees, and all persons claiming under and by reason of such deed, lease, mortgage, 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or by 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 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 Indenture or Trust Agreement or any amendment thereto, or for injury to persons or property happening on or about said real estate, and that the liability heretofore arising therefrom will rest with 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 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 true 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, if any of them shall be only in the earnings, arrears 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, arrears 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 Register of Titles is hereby directed not to register or note to 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 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid, has hereunto set his hand and

seal this 8th day of June 19 87. *Jane E. Phillips*

(SEAL)

(SEAL)

PAUL E. PHILLIPS

(SEAL)

STATE OF ILLINOIS, Judith Schindell, a Notary Public in and for said COUNTY OF COOK, County, in the State aforesaid, do hereby certify that PAUL E. PHILLIPS, divorced and not since remarried

personally known to me to be the same person, whose name is , 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 June 19 87. *Jane E. Phillips*

Notary Public

September 6, 1988  
My commission expires

Document Number

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