

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Marshall Olech of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars and 00/100 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 7th day of September 1988, and known as Trust Number 106415-04, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 5 & the West 5 feet of Lot 4 in Block 4 in Oliver's Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number is 14-20-307-015 and commonly known as 1213 W. Eddy, Chicago, IL.

DEPT-01 \$12.00
T#1111 TRAM S785 09/12/88 16:00:00
#3979 #A *88-15436
COOK COUNTY RECORDER

88415436

12.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to receive any contribution or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant mortgages to purchase, to sell on any terms, to convey either with or without reservation, 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, in trustee, in trustee, 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 succession or otherwise, to 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 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, in contract to sell or lease 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 estate, in partition or in exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, ransom 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 in fee 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, be liable in said real estate, or to whom said real estate or any part thereof shall be conveyed, transferred to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged in any way to see to the application of any moneys, money, rent or money received 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 or any County) relying 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 Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in compliance with the terms, 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, (c) 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 (d) that the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly ascertained and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, 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 deed or said Trust Agreement or any amendment thereof, 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 Trust or in the name of said Trust Agreement as their attorney-in-fact, hereby expressly appointed for such purposes, or, at the direction of the Trustee, in its own name, as Trustee of an express trust and the trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except so far as the trust property and funds in the actual possession of the Trustee stand for application to the payment and discharge thereof. All persons and corporations whatsoever and whatever 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 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 title legal and equitable title in fee simple, in and to all of the said 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 approved.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any or 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 7th day of SEPTEMBER, 1988, Marshall Olech

STATE OF Illinois undersigned, a Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Marshall Olech

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 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 12th day of SEPTEMBER, A.D., 1988.

OFFICIAL SEAL: JAMES M. JOHNSON, Notary Public, State of Illinois, My commission expires...

Vertical text on the right side: Exempt under Real Estate Transfer Tax Act Sec. 4 Per. & Cook County Ord. 95104 File # 9-12-88 Date 9-12-88 Marshall Olech

Vertical text at the bottom right: Document Number 88415436

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88415436