

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Leslie C. Barnard married of the County of Cook and State of Illinois, for and in consideration of the sum of Ten 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 17th day of October 19 88, and known as Trust Number 1-06715, the following described real estate in the County of Cook and State of Illinois, to wit:

Beginning at a point at the Southeast corner of Lot 7 in Clearbrook Industrial Park Subdivision in the Southwest 1/4 of Section 15, Township 41 North, Range 11, Thence North 455.0 feet to a point, thence East 99.48 feet to a point, thence South 455.0 feet to a point, thence West 99.48 feet to the point of beginning, all in Lot 7 in Owner's Subdivision of the West 15 Rods of the southeast 1/4 and the East 46/80th of the East 1/2 of the southwest 1/4 of Section 15, Township 41 North, Range 11 also the Northeast 1/4 of the Northwest 1/4 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.
 Permanent Index Number: 08-15-303-010-0000
 Address of Property: N. of Algonquin, West of Clearbrook-Elk Grove Township
 Document Prepared by: Leslie C. Barnard, 2630 Flossmoor Rd. Flossmoor, Illinois 60422

TO HAVE AND TO HOLD the said real estate with the right business, 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 redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell in any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a purchaser or purchasers to trust and to grant to such purchaser or purchasers in trust all or the title, estate, powers and authorities vested in said Trustee, to donate, 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 lease to terminate in the 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 ten 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 provisions thereof at any time or times hereafter in contrast 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, in partition or in exchange said real estate, any part thereof or personal property, to grant consents or charges of any kind, to release, convey or assign any right, title or interest in or about or adjacent 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 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, 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 to the application of any purchase money, rent or other proceeds of sale of 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 any successor or authorized in future 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 conclusively evidence in favor of every person claiming the benefit of title of said county relying upon or claiming under any such mortgage, lease or other instrument, for that at the time of the execution thereof the trust created by the Indenture and by said Trust Agreement was in full force and effect, and that such compliance of all such instruments was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement, and all such instruments, and binding upon all beneficiaries hereunder, and that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument, and that the conveyance is made by 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 trust as provided in law.

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, 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 said Trust Agreement or any amendment thereto, or for injury to person or property hereunder in or about said real estate, and all such liability being hereby expressly waived and released. Any such liability or individual liability incurred by the Trustee in connection with said real estate or incurred into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or 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 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, rents 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, rents 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 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 not in the certificate of title or duplicate thereof or memorial the words "in trust," 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 and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Leslie C. Barnard (SEAL) and Joanne N. Barnard (SEAL) their heirs and assigns forever, do hereby certify that Leslie C. Barnard and Joanne N. Barnard are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 27th day of Oct, 19 88

STATE OF Ill. County of Cook Nancy J. Barnard, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leslie C. Barnard and Joanne N. Barnard are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 27th day of Oct, 19 88
Nancy J. Barnard (SEAL) Notary Public
 My commission expires MARCH 18, 1991

"OFFICIAL SEAL" American National Bank and Trust Company of Chicago
 NANCY J. BARNARD
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 3/18/91

N. of Algonquin West of Clearbrook, Elk Grove Township
 For information only (insert street address above described property)

Exempt under provision of Paragraph F, Section 4, Real Estate Transfer Act and S 200.1 2B6, Paragraph F, of the City of Chicago
 This space for affixing Riders and Revenue Stamps
 88501505
 Document Number

UNOFFICIAL COPY

DEPT-01 RECORDING \$12.25
T#2222 TRAN 5686 10/31/88 16:25:00
#4923 # E * - 88 - 501505
COOK COUNTY RECORDER

Property of Cook County Clerk's Office
-88-501505
Office

88207202

Mail to:

GNT

Genwest National Title Company
30 N. LaSalle Street, Suite 3910
Chicago, Illinois 60602
312-609-2700 FAX 312-609-2713

12 Mail