

1988 OCT 31 PM 2:40

88501152

Form 191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Anna Hamilton, a widow 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, 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 24th day of October 1988, and known as Trust Number 106803-04, the following described real estate in the County of Cook and State of Illinois, to wit:

LOTS 23 AND 24 IN BLOCK 53 IN THIRD ADDITION TO FRANKLIN PARK OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 12-21-324-172-0000

BOX 333-GG

Prepared by & Mail to Barry D. Einberg 225 W Washington, #1300, Chicago IL  
TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

All 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 resubdivide 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 a reservation, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successors or successors in trust all of the title, estate, powers and authorities vested in said Trustee to donate, to dedicate, to mortgage, lease or otherwise encumber any part thereof, to make any alterations, changes or renewals, to pay any taxes thereon, to hold in possession, to let, let and collect rents and issues from the same, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 199 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, 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 making 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, demise, lease or otherwise dispose of any part of the same, to exchange or convert the same into any kind of investment or security, to lease or let 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 liable, bound or imbrued in said Trustee, or any person in trust, or obliged to sue in the application of any purchase money or fees or monies 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 conclusively evidenced in favor of every person (including the Registrar of Titles of said county, relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the title to the real estate in question was held in accordance with the terms and conditions of the original conveyance or other instrument, (b) that the instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries, the cestui, fees, etc., 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 Deed or as a Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, or 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 this Deed or as a Trust Agreement, it being understood that the beneficiaries of the original conveyance or other instrument were so appointed for such purposes only, and that the obligations 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 whosoever and whatsoever shall be charged with notice of this condition from the date of this 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, avails and proceeds arising from the sale of 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, avails 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 not to be 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 said execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereto set her hand and seal this 25th day of October 1988.

(SEAL)

Anna Hamilton

(SEAL)

(SEAL)

STATE OF Illinois  
County of Cook  
a Widow

Kelli K Chase

a Notary Public in and for said  
Anna Hamilton,

personally known to me to be the same person whose name appeared before me this day in person and acknowledged that she delivered the said instrument as her "OFFICIAL SEAL" and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of cancellation.

GIVEN under my hand this 25th day of October A.D. 1988.

My commission expires Mar. 23, 1992

Notary Public State of Illinois  
My Commission Expires Mar. 23, 1992

My commission expires Mar. 23, 1992

10121 Franklin Avenue,  
Franklin Park, IllinoisFor information only insert street address of  
above described property.

American National Bank and Trust Company of Chicago  
Box 221

(BL)

88501152

Date  
Rec'd. Deed  
Transferee Rec'd. Act.Property of  
Recorder or Register  
of Deeds  
Loyalty  
Bank

**UNOFFICIAL COPY**

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