

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, HAKMOUN F. SWEISS of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN 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 5TH day of OCTOBER 1988, and known as Trust Number 106628-07, the following described real estate in the County of COOK and State of Illinois, to wit:

LOT 10 AND THE WEST 15.70 FEET OF LOT 9 IN MILLS AND SONS SUBDIVISION OF NORTH 191 FEET (EXCEPT THE NORTH 50 FEET THEREOF DEDICATED FOR STREET) OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART VACATED ALLEY LYING SOUTH OF ADJOINING ABOVE DESCRIBED LOTS AND WEST OF EAST LINE OF WEST 15.70 FEET OF SAID LOT 9 EXTENDED SOUTH ALSO LOT 28 (EXCEPT SOUTH 16 FEET THEREOF) WHICH LIES WEST OF EAST LINE OF WEST 15.70 FEET OF SAID LOT 9 ABOVE DESCRIBED EXTENDED SOUTH) IN BLOCK 1 IN MILLS AND SONS SUBDIVISION OF THE NORTH 1/2 OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT NORTH 191.00 FEET THEREOF) IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-05-207-032-0000

5623 North Ave

TO HAVE AND TO HOLD the said real estate with the accretions, 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 acquire, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to traverse 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 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 of 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 leases 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 reversion, by leases 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 reversion the term of 99 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 options to terms and provisions thereof at any time or times hereafter, in contract to make hereof and to grant options to lease and options to renew leases and options to purchase said real estate, or any part thereof, by other real or personal property, to grant leases or charges of any kind, to release, convey or assign any right, title or interest in or about or concerning or pertaining 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 (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, or a transferee 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 a successor in trust, be obliged to see in the application of any purchase money, rent or money borrowed 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 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 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 trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries (hereinafter, (c) 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 (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 his, 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 successors 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, and all such liability be 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 then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, in the name of the Trustee, in its own name, as Trustee or 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 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 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 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 issue 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 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 aforesaid has hereunto set HIS hand and seal.

Seal this 5TH day of OCTOBER 19 88
 Hakmoun F. Sweiss (SEAL)
 (SEAL) (SEAL)

STATE OF ILLINOIS } I, AKRAM ZANAYED, a Notary Public in and for said
 COUNTY OF COOK } ss. County, in the State aforesaid, do hereby certify that HAKMOUN F. SWEISS

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 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 5TH day of OCTOBER A.D., 19 88

OFFICIAL SEAL
 AKRAM ZANAYED
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 08/29/90

My commission expires

This space for affixing Riders and Revenue Stamps
 Stamp under Real Estate Transfer Tax Act Sec. 4
 Par. 3 & Cook County Ord. 95104 Par.
 Date 10-20-88
 Sign. Akram Zanayed

Document Number
 90C109-88-501306

UNOFFICIAL COPY

Maid for

AKRAM - ZANAVI
5933 OLIVER
CHICAGO IL 60639

Property of Cook County Clerk's Office

. DEPT-01 RECORDING \$12.25
. T42222 TRAN 3582 10/31/88 14:44:00
. #4841 * B * -88-501306
. COOK COUNTY RECORDER

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