

7/14/577 D4

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE JAN 21 1989

547.50



THIS INDENTURE WITNESSETH, THAT THE GRANTOR CARL CRISP AND YVETTE J. CRISP, his wife, 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 3rd day of December 1987, and known as Trust Number 104160-06 the following described real estate in the County of COOK and State of Illinois, to wit:

Lot 41 and the north 3 feet of lot 40 in block 14 in New Roseland, a subdivision of part of the fractional section 33 North of the Indian Boundary Line and part of the fractional sections 28 and 33 south of the Indian Boundary Line in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known and described as 12835 South Emerald, Chicago, Illinois, 60643

N. 25-33-111-050 addm C.A.O.

12.00

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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

Full power and authority is hereby granted to said Trustee to improve, manage, power and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate 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 hold on any terms, to convey either with or without restriction, to convey said real estate or any part thereof to a survivor or survivors in trust and to grant to such survivor or survivors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, lease or otherwise encumber said real estate, or any part thereof, a lease said real estate, or any part thereof, from time to time, in possession or reversion, by 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 demise 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 the terms and conditions thereof at any time or times hereafter, to contract to make loans and to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract respecting the manner of filing the amount of payment or future rentals, in partition or in exchange said real estate, or any part thereof, for other real or personal property, to grant easements, charges of any kind, to release, convey 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 to deal with the same, whether similar to or different from the ways above described, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any survivor 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 survivor in trust, be obliged to see to the application of any purchase money, rent or money hereunder advanced on said real estate, or be obliged to see that the terms of this Trust Agreement 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 survivor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said Cook 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereof, (c) that said Trustee, or any survivor 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 survivor or survivors in trust, that such survivor or survivors in trust have been properly appointed as are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This recency 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 survivors 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 thereto, 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 satisfied by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably authorized for such purposes, or, at the option of the Trustee, in its own name, as Trustee of an express trust and one 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 in 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 hereunder the interest hereunder being as set in said American National Bank and Trust Company of Chicago the entire legal and equitable title to be 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 note any certificate of title or duplicate thereof, or to memorialize 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, releases, and agrees, and all right or benefit under and by virtue of any and all acts of the State of Illinois, providing for the restriction or constraints from sale or restriction or otherwise.

In Witness Whereof, the grantor S. aforesaid has, we hereunto set their hand, seal, and

seal, S. this 3rd day of December 1987. Carl Crisp, Yvette Crisp

STATE OF ILLINOIS I, FRED M. CAPLAN, a Notary Public in and for said County of LAKE County, in the State aforesaid, do hereby certify that CARL CRISP and YVETTE J. CRISP, his wife,

personally known to me to be the same person, whose names 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 notarial seal this 3rd day of December A.D. 19 87.

My commission expires 10/14/89

American National Bank and Trust Company of Chicago Box 364

12835 S. EMERALD, Chgo, IL For information only insert street address of above described property.

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