

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, GREGORY EVANS CALLAWAY & NELLIE J. CALLAWAY, His Wife of the County of C O O K and State of Illinois, for and in consideration of the sum of Ten & 00/100-----Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and and Warrant S 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 15th day of January 1988, and known as Trust Number 104558-06, the following described real estate in the County of C O O K and State of Illinois, to wit:

South Half of Lot 19 in the Subdivision of the North Half of Block 9 in Jennings' Subdivision of part of Jennings' and Moffett's Subdivision of the South 60 Acres of the East Half of the South West Quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.: 20 - 10 - 314 - 009 Vol. 253

Commonly Known As: 5431 South Indiana, Chicago, Illinois 60615

88042046

Prepared By: Atty. Michael W. Stuttley
8110 South Cottage Grove
Chicago, Illinois 60619

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 set forth.

Full power and authority is hereby granted to said Trustee to limit, 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, 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 conditions, 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, debts, 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 perpetuity or for a term, by lease in possession in present or in future, and upon any terms, for any period or periods of time, not exceeding in the case of any simple lease the term of ten years, and in case of extended leases upon any terms and for any period or periods of time, to amend, change or modify lease and the terms and provisions thereof at any time or times hereafter, to contract to make lease, 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 fixing the amount of present or future rentals in perpetuity or for a term, or interest in or about or easement 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 uses 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 in 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 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 Register of Titles of said State) relying upon or claiming under any such instrument, 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 (including the Trustee, or any successor in trust, who may be authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (c) if the conveyance is made to a successor or successor in trust, that such successor or successor in trust has been properly appointed and is fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This instrument 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, demand or decree for anything in or by or for its or their assets or property or 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 happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contractual 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 Agreement under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purposes, or, as 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 its 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 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 accruing 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 Register of Titles is hereby directed not to register or file 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 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 or execution or otherwise.

In Witness Whereof, the grantor S aforesaid have VE hereunto set their hands S and seal this 26th day of January 1988.
Gregory Evans Callaway (SEAL) Nellie J. Callaway (SEAL)
 GREGORY EVANS CALLAWAY NELLIE J. CALLAWAY

STATE OF Illinois } Michael W. Stuttley a Notary Public in and for said
 County of C O O K } ss. County, in the State aforesaid, do hereby certify that
Gregory Evans Callaway & Nellie J. Callaway

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 notary seal this 26th day of January A.D., 1988

OFFICIAL SEAL
 Michael Stuttley
 Notary Public, State of Illinois
 My Commission Expires Mar. 19, 1988

American National Bank and Trust Company of Chicago
 Box 221

For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps
 1/23/88
 Signed Michael Stuttley
 Notary Public, State of Illinois
 My Commission Expires Mar. 19, 1988
 Tax Act Sec. 4
 Ord. 95104 Par.

UNOFFICIAL COPY

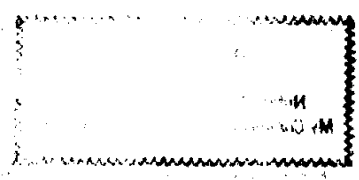
Property of Cook County Clerk's Office

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