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DEED IN TRUST

COOK COUNTY, ILLINOIS

88078996

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1989 FEB 24 PM 1:33

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Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, TERRY FOUKS, a spinster of the County of 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 heroby duly acknowledged, Convey B. and Warrants 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 7th day of December, 1987, and known as Trust Number 104136-07 the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL 1: LOT 7 IN BLOCK 1 IN CLARK AND MC CONNELLS ADDITION TO LAKE VIEW, A SUBDIVISION OF LOTS 31 AND 32 IN PINE GROVE SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS ALONG AND OVER THE EXISTING DRIVEWAY BEING A STRIP OF LAND 8 FEET WIDE, EXTENDING UPON AND ALONG THE EAST 8 FEET OF LOT 8 IN BLOCK 1 IN CLARK AND MC CONNELL'S ADDITION TO LAKE VIEW AFORESAID IN PARCEL 1, AS CREATED IN THE INSTRUMENT RECORDED NOVEMBER 20, 1951 AS DOCUMENT 15220851.

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EOD Law

12.00

71-40-797 (02)

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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to vacate any subdivision or part thereof, to reestablish 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 consideration, 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 power, rights, powers and authorities vested in said Trustee, to dedicate, to dedicate, to mortgage, to lease 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, to lease 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 lease 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 provisions thereof at any time or times hereafter, to grant to such successor or successors in trust and to grant options to lease 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, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant an easement or charge 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 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 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 charged or prejudiced 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 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 terms, conditions and limitations contained in this indenture and in said Trust Agreement or its amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) 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 the, 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, demand or charge for anything in or by or for or to 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 entered into by it in the name of the then 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 in far as the trust property and funds in the actual possession of the Trustee shall be applicable for its payment and discharge thereof. All personal and corporate whomever 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 remaining, assets 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 the interest of each and every beneficiary hereunder shall have no interest, lease or equitable, in or to said real estate as such, but only an interest in remaining, assets and proceeds thereof as aforesaid, the interest being held in trust in said American National Bank and Trust Company of Chicago the entire trust and equitable title in fee simple, in and to all of the real estate above described.

If the title in any of the above real estate is now or hereafter contained, the Register of Titles is hereby directed not to register or file a certificate of title or duplicate thereof, or memorial, the words "in trust," "in fee," 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, 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 of otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal, this 7th day of December, 1987.

*Terry Fouks*  
(REAL)

STATE OF ILLINOIS } I, Kelly Ann Bloom, a Notary Public in and for said County of COOK, County, in the State aforesaid, do hereby certify that Terry Fouks

personally known to me to be the same person, whose name is she, is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she, signed, sealed and delivered the said instrument as her 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 7th day of December, A.D., 1987.

OFFICIAL SEAL  
KELLY ANN BLOOM  
NOTARY PUBLIC - STATE OF ILLINOIS  
COMMISSION EXP. MAR 20, 1989

My commission expires

EXEMPT UNDER PROVISIONS OF PARAGRAPH 1-2 (B-6) OF PARA 1-2 OF SEC. 200.14 (2) OF IRS REGULATIONS CONCERNING THE ESTATE AND GIFT TAXES.

EXEMPT UNDER PROVISIONS OF PARAGRAPH 1-2 (B-6) OF PARA 1-2 OF SEC. 200.14 (2) OF IRS REGULATIONS CONCERNING THE ESTATE AND GIFT TAXES.

Document Number 96652088

American National Bank and Trust Company of Chicago  
Box 221  
126-28 West Buckingham Chicago, Ill.  
For information only insert street address of above described property. 60657

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