

UNOFFICIAL COPY

DEED IN TRUST

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Form 191 Rev. 11-71

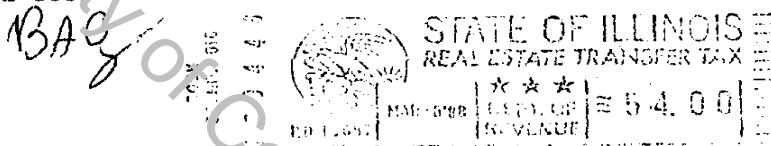
The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MARTIN JOSEPH ENRIGHT, divorced and not since remarried of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 and other valuable consideration in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S 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 22nd day of February 19 88, and known as Trust Number 104723-06 the following described real estate in the County of Cook and State of Illinois, to wit:

The North Half of the South 68.972 feet of Lot 7 in Gray's Subdivision of the 8 acres next and East and adjoining the West 35.62 acres NorthEast of Milwaukee Plank Road in the NorthEast Quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common address: 2201 N. Rockwell, Chicago, IL 60647

PIN#13-36-221-002-0000



Property of Cook County

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 delineate Parks, streets, highways or alleys to locate any subdivision or part thereof, and to subdividie 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 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, in 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 for any term or periods of time, not exceeding in the case of any single lease, the term of 100 years, and to renew or extend any lease for any period or periods of time, and to accept, claim or otherwise take any renewal or extension of any lease or leases hereafter, to contract to make leases upon or 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 taking the amount of present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easements 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 do, in 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 a sold real estate, or in whom sold real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged as said Trustee, or any success or 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 ownership, necessity or expediency of any act of the Trustee, or any successor in trust, in relation to said real estate, or any part thereof, and to accept any deed, trust indenture, mortgage, note or other instrument executed by said Trustee, or any successor in trust, 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 is 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 in all amendments thereto, (c) that the said Trustee, or any successor in trust, has delivered every note, deed, lease, mortgage or other instrument and (d) if the instrument is made to a successor or successor in trust, that such successor or successor to 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 successors in trust, in trust indenture, or any other instrument, shall be liable to the said Trustee, or any successor in trust, or to any person or persons to whom the said real estate or any part thereof may be sold, for any damage, loss or expense arising from any act or omission of the Trustee, or any successor in trust, or for any 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 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 whatsoever 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, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be a general 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 herein being to vest in said American National Bank and Trust Company of Chicago the entire fee 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 note 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set hand and

seal this 29th day of February 19 88
Martin Joseph Enright [SEAL] [SEAL]
 Martin Joseph Enright [SEAL] [SEAL]

STATE OF Illinois, I, Lawrence Rolla, a Notary Public in and for said COUNTY OF Cook, County, in the State aforesaid, do hereby certify that Martin Joseph Enright divorced and not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of his **OFFICIAL SEAL** of homestead, GIVEN under my hand and seal this 29th day of February A.D. 19 88
 My Commission Expires JUNE 4, 1991
Lawrence T. Rolla [Signature]
 Notary Public, State of Illinois
 My Commission Expires JUNE 4, 1991
Notary Public

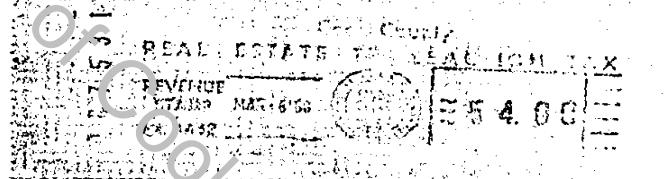
My Commission Expires JUNE 4, 1991
Notary Public

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Levit & Lipokatz
1120 W. Belmont
Chicago, Ill. 60657



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COOK COUNTY RECORDER

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