

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, CHARLES J. NIER and MARGARET NIER, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and 00/100----- 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 30th day of November 1987, and known as Trust Number 104118-09 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 26 in Block 2 in Lonquist and Co's. Oakton Parkway Subdivision, being a Subdivision of the West 1/2 of the South and 1/4 of the Southwest 1/4 of Section 22, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10 22 321 005

VILLAGE of SKOKIE, ILLINOIS
Economic Development Tax
Village Code Chapter 10
EXEMPT Transaction
Chicago Office

FEB/15/88

88123910

Document No. 88-123910
Date: 2-26-88
W. Hamilton
Notary Public

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, mortgage, protect and subdivide said real estate or any part thereof, to dedicate park streets, highways or alleys to any subdivision or part thereof, and to renounce said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey (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, power and authority 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, from time to time, in possession or reversion, to lease to tenants 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 five 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 contract to make loans and to grant options to lease and options to purchase the whole or any part of the reversion and to contract respecting 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 easements or rights of any kind, to release, convey or assign any right, title or interest in or about or connected therewith to all or any part of said real estate and every part thereof in all other ways and for all other considerations as it would be lawful for any person owning the same to do 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 hereunder or otherwise in said real estate, or be obliged to see that the terms of this deed or any part thereof are complied with, or be obliged to insure into the sufficient records 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, lease, 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, (2) that at the time of the delivery of the trust created by this indenture and by said Trust Agreement was in full force and effect, 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, (3) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and (4) if the conveyance is made to a mortgagee or successor in trust, that such mortgagee or successor in trust have been properly appraised and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the fit or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its trustees or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they or any of 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 any part thereof or any amendment thereof, 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 contract, obligation or indebtedness incurred or entered into by the Trustee or successor with said real estate may be executed by it in the name of the then beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction 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 existing 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 in record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under through any of them shall be only in the earnings 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 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 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, releases, conveys and all right or benefit under and by virtue of any and all fixtures of the State of Illinois, providing for exemption of a homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set their hand, and seal, this 30th day of November, 1987.

Charles J. Nier (REAL) *Charles J. Nier*
Margaret Nier (REAL) *Margaret Nier*

This instrument prepared by Navis Hamilton, 111 W. Washington, Chicago, Illinois, a Notary Public in and for said County of Cook, do hereby certify that

Charles J. Nier and Margaret Nier, his wife, personally known to me to be the same persons 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 Notary seal this 30th day of November, A.D., 19 87.

OFFICIAL SEAL
NAVIS HAMILTON
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS
MILWAUKEE COUNTY, ILLINOIS

Navis Hamilton
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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