

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MAUD-CLYBURN PROJECT LIMITED PARTNERSHIP, an Illinois Limited partnership of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100----- Dollars (\$10.00) .,

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 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 3rd day of December 1986, and known as Trust Number 100729-08, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A, attached hereto and made a part hereof.

This deed represents a transaction exempt under paragraph e, Section 4 of the Real Estate Transfer Tax Act.

Dated 3-1-88

Barbara Powers

Buyer, Seller or Representative

This instrument prepared by: Carole K. Towne, Goldberg, Rohn, Bell, et al.  
55 East Monroe Street, Suite 3900, Chicago,  
Illinois 60603

**12<sup>00</sup>**

P.I.N. 14-3-00-021 ADD 1

Common Address: North Maud Street,  
North of Seminary  
Chicago, Illinois

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 lease, manage, project and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public or subdivision use, part thereof, and to resubdivide 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 developer, to grant leases in trust and to grant to such successor or successors in trust all or any title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledges 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, by leases to commence in present or in future, and upon any term, and for any period or periods of time, not exceeding in the case of any single lease, the term of one year, and for any number of renewals, and for any period or periods of time, not exceeding in the case of any single lease, the term and provisions thereof at any time or times hereafter. In contracts to make less an option, or options to lease, and to amend, change, modify, lease, and the purchase the whole or any part of the reversion and to contract respecting the manner of filing the amount of present or future rents, to 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 and interest in or about the aforesaid 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 may be lawful for any person owning the same to do, 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 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, rents, income, or monies derived, or arising, out of or from any part of the taxes, which shall have been computed with, or shall be liable to inquire into the authority, necessity or expediency of any act of said Trustee, or be called 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 county relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereto the trust created by this instrument 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, in all dimensions thereto, if any, and binding upon all persons entitled thereto, (c) that the transfer, 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 thereto, 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 or record of this Deed.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustees, nor its successor or successors 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 persons or property happening in or about said real estate, any and all such liability being by express waiver 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 named Trustee. Any amendment to this instrument, or any other instrument for the protection 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 thereto, payment and discharge thereof. All persons

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, assets and general income from the sale of any other disposition of said real estate, and no interest is hereby given to the 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, assets 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 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 S hereby expressly waives any 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 on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has S hereunto set its hand and seal this 1st day of March 1988.

MAUD-CLYBURN PROJECT LIMITED PARTNERSHIP,  
an Illinois Limited Partnership

By:

Stephen R. Ballis

By:

John E. Kuhn

STATE OF ILLINOIS, LILIANE J. KESTNER, a Notary Public in and for said County of COOK, ss. County, in the State aforesaid, do hereby certify that Stephen R. Ballis and John E. Kuhn, being the sole general partners of the Maud-Clybourn Project Limited Partnership, an Illinois limited partnership

personally known to me to be the same person S whose names are Stephen R. Ballis and John E. Kuhn, 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 and the free and voluntary act of said partnership.

GIVEN under my hand and seal this 1st day of March 1988 A.D. 1988.

Barbara Powers

Notary Public

My commission expires 5/31/88

DEED UNDER PROVISIONS OF REVENUE ACTS AND REVENUE SLAPS  
SEC. 203.1-2 (B-5) OR PARAGRAPH 1  
1-4(B) OF THE CHICAGO INVESTIGATION  
ORDINANCE  
3-1-88  
Barbara Powers

Document Number  
880080



# UNOFFICIAL COPY

## EXHIBIT A

THE EASTERLY 6 FEET OF LOT 71 IN HAPGOOD'S SUBDIVISION OF  
LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION  
TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

88140080

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RECORDED  
10/10/2011