

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, CHRISTINE H. GARRETT of 409 Greenwood Avenue, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100THS 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 third day of June 19 88, and known as Trust Number 10561009 the following described real estate in the County of Cook and State of Illinois, to wit:

The East 60 feet of the West 110 feet of Lots 8 and 9 in Block 32 in Evanston in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 409 Greenwood Avenue  
Evanston, Illinois

Exempt under Real Est. Tax Law, Sec. 4  
Par. 1-1 & C  
Date 7-14-88  
Sign. *[Signature]*

P.I.N. 11-18-415-022-0000 Vol. 057

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 parks, streets, highways or alleys to public use, and 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 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 demise, 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 possession or reversion, to leases to commence 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 demise the term of the year, 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 leases and to 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 fixing 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 alien, encumber or charge of any kind, to release, convey or assign any right title or interest in or about or appertaining 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 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 hereunder 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 any successor in trust, 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 claiming the benefit of title of said real estate, relying upon or claiming under any such mortgage, lease or other instrument, as 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, and that such conveyance or other instrument was executed in compliance with the usual conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, and binding upon all beneficiaries thereunder, and 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 that 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 trust or trusts hereunder.

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 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 Indenture or said Trust Agreement or any amendment thereof, 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 incurred into by it in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purposes, or at the election 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 whatever shall be charged with notice of this condition from the date of this 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, 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 no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate or 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 Registrar of Title is hereby directed not to register or file in the certificate title or duplicate thereof, or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in connection with the status of such real estate made and provided.

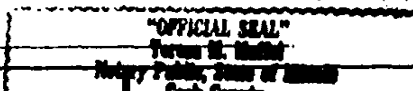
And the said grantor hereby expressly waives and releases and all right or benefit under and by virtue of any and all statutes of State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

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

seal this 3rd day of June 1988  
*[Signature]*  
CHRISTINE H. GARRETT (S&A)

STATE OF ILLINOIS, County of Cook, I, *[Signature]*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *[Signature]*

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *[Signature]* signed, sealed and delivered the said instrument as *[Signature]* 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 *[Signature]* day of *[Signature]* A.D. 19*[Signature]*



American National Bank and Trust Company of Chicago, My *[Signature]* Avenue, Evanston, Illinois  
Box 221

This Transaction exempt under provisions of Paragraph e, Section 4  
 Real Estate Transfer Tax Act and Cook County Ordinance 95104  
 Date \_\_\_\_\_  
 Transferor \_\_\_\_\_  
 Stamp Revenue \_\_\_\_\_

CITY OF EVANSTON  
 EXEMPTION  
 CITY CLERK

88304977

Deed Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88304377

. DEPT-01 \$12.25  
. T43333 TRAN 0450 07/12/88 12:52:00  
. #2194 + C \*-88-304977  
. COOK COUNTY RECORDER



CHRISTINE GARRETT  
409 GREENWOOD  
KURNASTON, ILLINOIS 60201