

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, TAE SHIK CHOI and IN JA CHOI his wife, 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 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 28th day of August 1989, and known as Trust Number 109169-06 the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 44 IN N. J. RIZZO'S CAPRI COVE, A SUBDIVISION OF THE EAST  $\frac{1}{4}$  OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5717 Capri Lane, Morton Grove, Illinois 60053

PIN: 10-17-219-006

DEPT-01 RECORDING :  
49254-C \*-89-437351  
00000 TRAN 5692 09/15/89 16:49:00  
\$12.00

"TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth."

All power and authority is hereby granted to said Trustee to invest, manage, protect and subdivide said real estate or any part thereof, to delineate, mark, fence, hedge, or otherwise enclose said real estate as often as desired, to contract to sell or agree to sell or give or lease or otherwise dispose of all or any part of said real estate or any interest in said real estate, 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, for payment, reversion, or leases to commence in present or in future, and upon any terms and for any period or periods of time and to amend, change or modify leases and terms and provisions thereof, 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 terms and provisions thereof, at any time, times, hereafter, and to make over to grant options to lease and/or options to renew and/or options to purchase, or any part of the real estate, and to contract respecting the same, of using the same or any part of the same for future rental or partition of the said real estate, or any part thereof, for other real or personal property, to retain easements or shares of any kind, to release, convey or assign all right, title or interest in or of any part thereof, to other real or personal property, to hold 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 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 respect 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 person in trust, be obliged to see to the application of a 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 obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or by anyone, 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 Registrar of Titles of any county, retaining any claim of title, and such consequence will not affect the rights of any person dealing with the said Trustee or any successor in trust, or any other person dealing with the said Trustee or any other instrument executed by said Trustee or any successor in trust, in respect to said real estate, or any part thereof, and the effect of such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, it is so, and binding upon all beneficiaries thereunder, or 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 (b) if the consequence 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 title at 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 successor in interest 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 or damage or property happening in or about said real estate, and all such liability being hereby expressly waived and released. And contract, obligation or liability incurred by the Trustee will not be construed as creating or giving any liability to the Trustee or the Trustee's heirs, executors, administrators or assigns, or to any other person or persons dealing with the said Trustee or any successor in trust, in respect to the said real estate, or any part thereof, 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 whenever shall be charged with notice of this condition from the date of the filing of record of this Deed.

The interest of each and every beneficiary hereinunder and under said Trust Agreement and of all persons claiming under them, and in them, shall be only in the interest, profits and income 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 hereinunder shall have any title or interest, legal or equitable, in or to said real estate at such time, but only an interest in receipts, profits 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 on 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 state made and provided.

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

In Witness Whereof, the grantor, S. , aforesaid having hereto set their hands, and

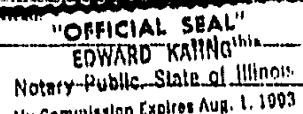
S. this 12th day of September 1989,

*Tae Shik Choi* (SEAL) *In Ja Choi* (SEAL)

\_\_\_\_\_  
Tae Shik Choi \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS, Edward Kahng, a Notary Public in and for said  
COUNTY OF COOK, County, in the State aforesaid, do hereby certify that  
Tae Shik Choi and In Ja Choi, his wife,

personally known to me to be the same person, whose name is are , subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their , in due form, for the uses and purposes therein set forth, including the release and waiver of the right of GIVEN under my hand and

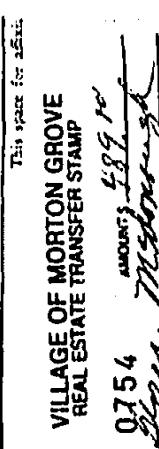
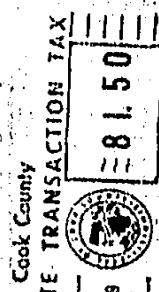


My commission expires

Prepared by Edward Kahng,  
3525 W. Peterson, #218, Chicago, IL

Box 221

For information only insert street address of  
above described property.



No. 0754  
Date \_\_\_\_\_