

THIS INDENTURE WITNESSETH, THAT THE GRANTOR(S), Robert A. Ganz, divorced and not since remarried, Harry F. Peck and Lynn Carey, husband and 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 29th day of September 19 89, and known as Trust Number 109451-03

the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 3 in Block 6 in C. T. Yerke's Subdivision of Blocks 33 to 36, 41 to 44 in the Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, Except the South West 1/4 of the North East 1/4, in the South East 1/4 of the North West 1/4 and the East 1/2 of the South East 1/4 thereof, in Cook County, Illinois.

P# 14 12-310-003-0000

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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 inspect, manage, protect and subdivide said real estate or any part thereof, to delineate parks, streets, highways or alleys to create any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant leases or rents in fee simple or otherwise to such persons in such manner in such form as the Trustee may determine, to convey said real estate or any part thereof to a successor or successors in interest, 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 any term or terms, by leases to commence in present or in future, and upon any terms and for any period or periods of time and not exceeding in the case of any single lease the term of 199 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 leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to do all acts respecting the manner of fixing the amount of present or future rentals, to partition or to exchange all or any part of the said real estate or any part thereof, for other real or personal property, to grant easements or rights of way over any part of the said real estate or interest in or about or easement 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 owing 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, granted or mortgaged by said Trustee, or any successor in trust, or to the applicability of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to pay more than the taxes of the trust have been computed, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or his agents or successors in trust, in relation to 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, 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 the title to the real estate was held in fee simple absolute, notwithstanding any conflict in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereof, less than said Trustee, or his agents or successors in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument and (ii) if the successor to a successor or successors in trust, that such successor or successors in trust have been properly apprised and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the heirs of 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 their agents or attorneys, 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 agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed, this Trust Agreement or any amendment thereto, 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 enforced by it if the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, thereby irrevocably appointed for such purposes, is, at the election of the Trustee, in its own name or in the name of its attorney-in-fact and not in the name of the Trustee, or in the name of the then beneficiaries under said Trust Agreement or any amendment thereto, or in the name of the Trustee, or in the name of the then beneficiaries 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 whomever and whatsoever shall be charged with notice of this condition from the date of the filing or 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 property, assets and proceeds arising out of and from the administration of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to said real estate, except such as may be given by express written agreement, and such interest as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire fee simple and undivided 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 to 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, 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, S., aforesaid has, vs., hereunto set, their hand, and

seal, S., this 19th day of October, 19 89.

John F. Peck (seal)

HARRY F. PECK (seal)

Lynn Carey (seal)

Robert A. Ganz (seal)

ROBERT A. GANZ (seal)

STATE OF ILLINOIS, I, *John S. Trail*, a Notary Public in and for said County of COOK, County, in the State aforesaid, do hereby certify that Robert A. Ganz, divorced and not since remarried, Harry F. Peck and Lynn Carey, husband and wife,

personally known to me to be the same person, S., whose name is _____, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they _____, 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 seal this 19th day of October, A.D. 19 89.

"OFFICIAL SEAL"

Louise Trail

Notary Public, State of Illinois, 1992

Notary Public

PREPARED BY →
MAIL TO
American National Bank and Trust Company of Chicago
Box 221

3453 N. OAKLEY
CHICAGO, IL 60618
For information only insert street address of
above described property.