

89520964

THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten 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, 1989, and known as Trust Number 109402-93

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

Lot 12 (except the North 22 feet thereof) and the North 23 feet of Lot 13 in block one in Kroeber & Pullem's First Addition to South Shore Gardens, a Subdivision of the Northeast 1/4 of Section one, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois...

PIN 25-01-231-049-0000

Commonly Known As: 9036 S. Yates, Chicago, Illinois

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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 improve, mortgage, protect and subdivide said real estate or any part thereof, to discharge public streets, highways or alleys to locate any subdivision or part thereof, 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 limitation, to convey said real estate or any part thereof to a successor or successors in trust, and to grant to any successor or successors in trust all of the title, estate, powers and authorities 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 or any part thereof, from time to time, in possession or reversion, by lease 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 lease the term of 100 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 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 grant easements or charges of any kind, to release covenants or avails any right, title or interest in or about or 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 should be lawful for any person owning the same land or 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 borrowed or advanced on said real estate, or be obliged to witness 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 be obliged 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 said trust, relying upon or claiming under any such conveyance, lease or other instrument, (a) 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, (b) that 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 thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage and other instrument and that the conveyance in 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 his or 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 or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in or done by it or their agents or attorneys in or in connection with the execution of this deed or said 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 entered into by it in the name of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes or as the agent of the Trustee, in its own name, as Trustee of an express trust and not individually and the Trustee shall have the obligation, whatever 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the 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, rents 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, real 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 and releases and waives and releases all and all right or benefit under and by virtue of any and all statutes of the 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 and seal, this 29th day of September, 1989.

Elsie Richardson (SEAL)

STATE OF Illinois, County of Cook, Jill Washington, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Elsie Richardson

personally known to me to be the same person whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 10/23/93 day of September, A.D. 1993.

My commission expires 10/23/93. OFFICIAL SEAL JILL WASHINGTON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. OCT. 23, 1993

American National Bank and Trust Company of Chicago Box 221

For information only insert street address of above described property.

Section 4, Exempt under proposed Illinois Real Estate Transfer Tax Act. Buyer, Seller or Representative Date

89-520964-1 Document Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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JAN 1990
OFFICIAL SEAL
JUL WASHINGTON
NOTARY PUBLIC STATE OF ILLINOIS
IWA COMMISSION EXPIRES OCT 23 1990