

UNOFFICIAL COPY

DEED IN TRUST

89582936

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, RICHARD C. HERMANN, a bachelor of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars 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 2nd day of October 1989, and known as Trust Number 109683-03, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 10 in Doggett and Hills Subdivision of Block 40 in Conal Trustees' Subdivision of the North 1/2 of the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 14-33-03-031

DEPT-01 RECORDING
T-3333 TRAN 3206 12/04/89 15:32:00
\$2565 + C *-89-582936
COOK COUNTY RECORDER

13.00

Prepared by:

Steven B. Wolf, 225 West Washington, Suite 1300, Chicago, Illinois 60606

TO HAVE AND TO HOLD the said real estate with the appurtenances thereto, in 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, repair, paint, and subdivid said real estate or any part thereof, to dedicate parks, streets, highways or alleys to variey any subdivision or part thereof, and to subdivid 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 to trust, to grant to grant to another, or to convey to another all or any part of the interest in said real estate, and to lease or sublease, to dedicate or reservation, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding for the case of any single grants 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 or grants upon the same or any part thereof, to assign, to exchange, to transfer, the whole or any part of the interest in said real estate or any part thereof, to grant to any person the right to lease, to convey or assign 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 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 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 or money borrowed or advanced on said real estate, or to obligate in any way the terms of this Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity, expediency or any other condition or circumstance of any act or instrument executed by said Trustee, or any successor in trust, or into any other instrument executed by said Trustee, or any successor in trust, relating to said real estate, or any part thereof, and no statement or declaration made by any person dealing with said Trustee, or any successor in trust, relating to 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 thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to make such delivery, (d) that such deed, lease, mortgage or other instrument, and (e) if the conveyance is made to a trustee or successors in trust, that such successor of interests in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, 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 successors 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, servants or employees may do in the exercise of any power or authority given them by this Indenture or by the terms of this Trust Agreement, for injury to persons 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 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 true property and funds in the actual possession of the Trustee shall be applicable to 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 earnings, avails and proceeds 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 hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails 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, Richard C. Hermann, hereby expressly waives, and releases, all claim, right and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, Richard C. Hermann, aforesaid has hereunto set his hand and seal this 2nd day of October 1989.

Richard C. Hermann (Seal) (Signature)
Richard C. Hermann (Seal) (Signature)

STATE OF Illinois, I, the undersigned Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Richard C. Hermann, a bachelor

personally known to me to be the same person, whose name is Richard C. Hermann, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he delivered the said instrument as his 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 2nd day of October 1989.

(Signature) OFFICIAL SEAL

YOLANDA HENRY, Notary Public, State of Illinois
My Commission Expires 3/24/93

My commission expires October 9, 1991 March 24, 1993

This space for Affidavit, Rites and Revenue Stamps

No Consideration. Exempt under para. 4(e).

10/2/93
Date:Document Number
89-582936

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