

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **S CHARLES MARKOPOULOS and SOFIA MARKOPOULOS, HIS WIFE,** of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **One Hundred and no/100** Dollars (\$ **100.00**), 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 **15th** day of **June** 19 **89**, and known as Trust Number **108892-02**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

The South 25 feet of Lot 9 in John Lewis Cochran's Subdivision, a Subdivision of the West 1/2 of the North East Fractional 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois

P.I.N.: 14-09-210-016-0000

ADDRESS OF PREMISES: 5216 N. Winthrop Chicago, Illinois 60640

89582126

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 purchase, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, in contract to sell, to grant options to purchase, in 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 any successor or successors in trust, or 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 99 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 filing the amount of present or future rentals, to 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, convey or assign any title, title or interest in or about or appurtenant to said real estate or any part thereof, to deal with said real estate and every part thereof in all other ways and for all other considerations as it would be lawful for any person owning the same in all 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 received or advanced on said real estate, or be obliged to see to 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 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 said State) 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 trust 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 or other instrument and (d) 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, right, 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 successor or successor 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 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 existing with the Trustee in connection with said real estate may be enforced only by it in the name of the then beneficially under said Trust Agreement as their attorney-in-fact, largely irregularly 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 whatsoever shall be charged with notice of this condition from the date of the filing 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 residue, estate 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 the residue, estate and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire 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 to a 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 any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for exemption or homesteaded from sale or execution or otherwise.

In Witness Whereof, the grantor, **S** aforesaid have hereunto set their hands and seals, this **27th** day of **November** 19 **89**.

Charles Markopoulos [SEAL] *Sofia Markopoulos* [SEAL]
Charles Markopoulos [SEAL] **Sofia Markopoulos** [SEAL]

STATE OF **Illinois**, **Joseph Kent Kerr**, a Notary Public in and for said County of **Cook** County, in the State aforesaid, do hereby certify that **Charles Markopoulos and Sofia Markopoulos, his wife,**

personally known to me to be the same person, **S** whose names **are** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they** signed, sealed and 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 Notarial Seal of this **27th** day of **November** A.D., 19 **89**.
JOSEPH KENT KERR
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires **12/25/1992**
 by: **J. Kent Kerr** Attorney at Law
415 N. La Salle Street Chicago, Ill. 60610

MAIL TO
 American National Bank and Trust Company of Chicago
 33 N. LaSalle - #700
 CHICAGO, ILL 60610

5216 N. Winthrop Chicago, Illinois 60640
 For information only insert street address of above described property.

This transaction exempt pursuant to Chapter 120, Part 1004 § 4(e), Deeds where the actual consideration is less than \$100.00
 J. Kent Kerr, Attorney at Law
 This space for affixing Riders and Revenue Stamp

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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. COOK COUNTY RECORDER

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