

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, William Hahnlein and Catherine B. Hahnlein, his wife, (MARRIED TO EACH OTHER) of the County of Cook and State of California, 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 25th day of August 1989, and known as Trust Number 109166-09 the following described real estate in the County of Cook and State of Illinois:

PARCEL 1:

THE SOUTHEASTERLY 25 FEET 6 INCHES OF LOT 20 AND THE NORTHWESTERLY 1/2 OF LOT 22 IN MERCHANT'S SUBDIVISION OF LOTS 8 AND 9 IN J. L. WARNER'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 21 IN MERCHANT'S SUBDIVISION OF LOTS 8 AND 9 IN J. L. WARNER'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MILWAUKEE PLANK ROAD, IN COOK COUNTY, ILLINOIS.

P.I. No. 13-22-402-049

This instrument prepared by Alan S. Levin, 111 W. Washington, Chicago, IL60602

TO HAVE AND TO HOLD the said real estate with the covenants, 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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or part thereof, and to resubdivide said real estate as often as desired, in contrast to sell, to grant options to purchase, to sell on any terms, to convey either with or without reservation to either said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all 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, his heirs, assigns, in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any lease to exceed 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, in contrast 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 fee interest and to contract respecting the matter of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, with any person, to release, convey or assign any title, 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 in 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, real or money borrowed or advanced on said real estate, or be obliged to see to the terms of the trust here created with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or any successor in trust, 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 county, 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 instrument 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 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, 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 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, so far as liability in 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 incurred or entered into in the name of the Trust, 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 trust property and funds in the actual possession of the Trustee shall be applicable on 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 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, avails 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, 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 Registrar of Titles is hereby directed not to register or file 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 waive and release any 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, s aforesaid ha, VE hereunto set their hand and seal this 25th day of August 19 89

William Hahnlein (SEAL) Catherine B. Hahnlein (SEAL)
William Hahnlein (SEAL) Catherine B. Hahnlein (SEAL)

STATE OF ILLINOIS, Alan S. Levin, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that William Hahnlein and Catherine B. Hahnlein, his wife

personally known to me to be the persons whose name s are subscribed to the foregoing instrument, appeared before me 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 redemption.

GIVEN under my hand and seal this 25th day of August A.D., 19 89
ALAN S. LEVIN, Notary Public, State of Illinois, Cook County, Commission Expires 12/31/93

RECORDING \$13.25
TRAN 9920 12/27/89 15:45:00
7979 # * - 39 - 5 1 483
COOK COUNTY RECORDER

88821968

This space for affixing Riders and Revenue Stamps
Exempt under Real Estate Transfer Tax Act Sec. 4
Par. 1 & Cook County Ord. 9678 Par. 1
Date 11/26/89
Sign. [Signature]

88821968

88821968

American National Bank and Trust Company of Chicago
3545 N. Milwaukee, Chicago, IL
111 W. WASH. # 1314
CHICAGO, IL 60602
For information only insert street address of above described property.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89617088

MAIL TO:

ALAN S. LEVIN
111 W WASHINGTON ST
#1319
CHICAGO, IL 60602