

89008249

12 00

Form 191 Rev. 11-71

The above space for recorder's use only

1440121-719151 dbnc

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, DELPHINE MUNARI SARLEY married to ARTHUR E. SARLEY, 1132 W. Grand, Chicago 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 Warrants 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 28th day of December 19 88, and known as Trust Number 107289-05, the following described real estate in the County of Cook and State of Illinois, to wit:

LOTS 10, 11, 12 and 13 IN BLOCK 25 IN OGDEN'S ADDITION TO CHICAGO A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 17-08-237-028-0000

COOK COUNTY, ILLINOIS

1989 JAN 6 PM 2:40

89008249

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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 lease, convey, mortgage, power and subdivide said real estate or any part thereof, to dedicate streets, highways or alleys to create any subdivision or part thereof, and 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 any reservation, to convey 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 rights, powers and authorities required to said Trustee, to donate to charities, 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, and conveying in the case of any single demise 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, or to sell or to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, in either real or personal property, to grant easements or charges of any kind, to release, convey or accept any 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 such other considerations as it would be lawful for any person owning the same in fee 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 see that the terms of this deed or any agreement or any instrument made or to be made in connection with said real estate, or to be obliged to inquire into the authority, propriety or expediency of any act of said Trustee, or to 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 Trustee's 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 terms, conditions and instructions contained in this instrument 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) to the extent necessary to make in a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the said rights, powers, authorities, duties and obligations of it, 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, charge or lien for anything done by it 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 persons or property happening to or about said real estate, and all such liability shall be expressly waived and released, and the conduct, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced solely by or to the benefit of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or to be enforced by the Trustee, on 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 waiver, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to 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 and record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under this deed or any of these shall be only in the earnings, profits 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, profits and proceeds thereof, the inclusion hereof being to read 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 to cause 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 connection with the estate in such case made and provided.

And the said Trustee hereby expressly cedes, conveys and releases, and all right or benefit under and by virtue of any and all laws of the State of Illinois, providing for exemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set

this 28th day of December 19 88 Delphine Munari Sarley [SEAL] ARTHUR E. SARLEY [SEAL]

STATE OF Illinois, I, Albert Wanninger, a Notary Public in and for said County of Cook, do hereby certify that Delphine Munari Sarley, married to Arthur E. Sarley

personally known to me to be the same person whose name is 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 seal this 6th day of JANUARY A.D. 19 89

Albert Wanninger Notary Public

My commission expires JUNE 25, 1990 American National Bank and Trust Company of Chicago Box 221

1132-43 Grand, 506-08 May St. Chicago, IL 60622 For information only insert street address of above described property.

28/1-1007/4-101-0001-126

1/7/89

89008249

Document Number