

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Eli Gardner, a bachelor, & Mary Jamison, divorced and not since remarried, 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 27th day of October 1988, and known as Trust Number 106825-08

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

Lot 18 in Cochran's subdivision of the south part of block 20 of cana Trustee's subdivision of Section 7, Township 39 North, Range 14 east of the third principal meridian, in Cook County, Illinois.

Subject to 1988 and subsequent real year real estate taxes, covenants, conditions and restrictions of record; utility easements; building and zoning ordinances of the City of Chicago.

SIN 11-07-225 006

1145 W GRAND
Cook County, IL

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 manage, protect and subdivide said real estate or any part thereof, to delineate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, in full or on any terms, to convey either with or without encumbrance, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successors 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 leases for years, tenures or in tail, or in fee simple, or otherwise, to let and to have and to hold the same for any period or periods of time, to demand the term of 100 years, and to renew or extend leases, upon the 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 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 reservation and to contract respecting the amount of fixing the amount or present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant covenants or charges of any kind, to release, convey or assign any right, title and interest in and of all or any part of the appurtenance 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 contingencies as it would be lawful for any person dealing the same to do, 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 said Trustee, or any successor in trust, to be obliged to see to the application of any purchase money, rents or money borrowed or advanced on said real estate, or to whom the title or title to any part thereof has been conveyed, or any obligation to interfere into the further, necessarily, execution of any instrument of said Trustee, or his or her agent or privilege 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 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 condition and limitations contained in the Indenture and Trust Agreement, and if it is not, all obligations thereunder, (c) that the 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 concession is made to a successor or successor 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 condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its officers or successors in trust, shall have 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, said Trust Agreement or any amendment thereto, or for injury 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 entered into by it in the name of the then beneficiaries under said Trust Agreement or 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 to pay to any person 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 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 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 deemed 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 is to limit 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 ... any and all right or benefit under and by virtue of any and all clauses of the State of Illinois, providing for exemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor Eli Gardner, aforesaid has hereunto set his Hand and

seal this 5th day of December 1988.

Eli Gardner [SEAL] Mary Jamison [SEAL]

STATE OF Illinois, I, the undersigned, a Notary Public in and for said COUNTY OF Cook, do hereby certify that Eli Gardner, bachelor & Mary Jamison, divorced and not since remarried

personally known to me to be the same person, whose name are they, 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 this 5th day of December 1988 A.D., 1988.

"OFFICIAL SEAL"
GUADALUPE CERILLON Nov 16, 1990
My Commission expires Dec 31, 1990

American National Bank and Trust Company of Chicago

Box 221

For information only insert street address of
above described property.

UNOFFICIAL COPY

DEPT-01 \$12.00
T#1111 TRAN 2059 01/30/89 11:41:00
#2628 # A *-89-046095
COOK COUNTY RECORDER

PROPERTY OF THE CO.
CITY OF CHICAGO
RECEIVED IN THE TRUNKS DEPARTMENT
[REDACTED]

RECEIVED IN THE TRUNKS DEPARTMENT
[REDACTED]

RECEIVED IN THE TRUNKS DEPARTMENT
[REDACTED]

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