

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, EMMETT J. DOYLE, Divorced and not since remarried of the County of Cook and State of Illinois, 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 S. and Warrant Sumo 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 6th day of March 19 89, and known as Trust Number 107783-06 the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 1,2,3,4 and 5 (except the East 100 feet thereof) in Block 2 in Ira Brown's Subdivision of the West 1/2 of North East 1/4 of North East 1/4 of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 09-29-206-033

Common Address: 1433 Oakton Street, Des Plaines, IL.

This Document drafted by JAMES P. TATOLES, Notary Public, 33 No. LaSalle Street, Chicago, IL 60602, Phone 232-1997

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 improve, 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, to contract to sell, to grant options to purchase, to sell or 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 such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to mediate, to mortgage, to pledge or otherwise to encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in succession or reversion, by lease or otherwise, in general 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 in the case of any lease 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 option 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, for other real or personal property, to grant easements or charges of any kind, to release, 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 in whom said real estate or any part thereof shall be conveyed, constituted to be said, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see in the application of any purchase money, rent or money furnished or advanced on said real estate, or be obliged to see that the terms of this deed 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 county) relying upon or claiming under any such instrument, lease or other instrument, but 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 true conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, 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 counterparty 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 the, 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 successor 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, or for injury to person or property happening in or about said real estate, and all such liability herein is 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 beneficiary 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 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 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, 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 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 not to issue 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, releases, and conveys, and all right or benefit under and by virtue of any and all statutes of the State of Illinois, provided, for exemption of homesteads from sale or execution of otherwise.

In Witness Whereof, the grantor, aforesaid has, hereunto set his hand and seal, this 7th day of March, 1989.

EMMETT J. DOYLE (Signature and Name)

STATE OF ILLINOIS, I, JAMES P. TATOLES, a Notary Public in and for said County of COOK, do hereby certify that EMMETT J. DOYLE, Divorced and not since remarried

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 he signed, sealed and 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 notarial seal this 7th day of March, A.D., 19 89.

My commission expires July 31, 1991

Exempt deed or instrument Eligible for recording without payment of tax 8/10/89 City of Des Plaines

This space for listing Riders and Errata Sheets

3/7/89

UNOFFICIAL COPY

Property of Cook County Clerk's Office

. DEPT-01 112.25
. T#3333 TRAN 5293 03/13/89 14:35:00
. #6210 # C *-89-109239
. COOK COUNTY RECORDER

80100239