

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Dr. Roger M. Berkley and Carita H. Berkley, his wife 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 **Quitclaim** and ~~XXXXXX~~ 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 22nd day of March 1977, and known as Trust Number 40224, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 7 through 10, both inclusive, in the Resubdivision of Block 15 in Eggleston's 2nd Subdivision being the North half of the North East quarter (except the North half of the North half of the North East quarter heretofore subdivided) of Section 28, Township 38 North, Range 14 East of the Third Principal Meridian,

Property Address: 7215-39 S. Wentworth Avenue, Chicago, Illinois

Permanent Index Nos. - 20-28-212-002; 20-28-212-004 & 20-28-212-005

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereon and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to execute, 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 deemed, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to release said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors an trust of all the said real 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 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 100 years, and to grant 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 sublease 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 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 in connection with 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 shall be lawful for any person in like name 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 to whom said real estate or any part thereof shall be conveyed, extended 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 trust have been complied with, or be obliged to inquire into the substance, necessity or expediency of any act of said Trustee, or be obliged to see that the terms of this trust have been complied with, or be obliged to conclude evidence in favor of every person claiming the Register of Titles of said county return 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 trusts, 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 this deed, trust deed, lease, mortgage or other instrument and (d) that the conveyance is made to a successor or successor in trust, that such successor or successor in trust have been properly appointed and are fully vested with all the title, estate, 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 successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they do or do not do or attempt to do or omit to do or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for any or to prevent or prevent happening on 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 beneficiary under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purposes, at the direction of the Trustee, or in its own name, as Trustee of an express trust and not under any deed, trust deed, lease, mortgage or other instrument and (4) the beneficiary or beneficiaries of said conveyance or other instrument shall be liable 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, avails 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 earnings, avails and proceeds thereof as aforesaid, the interest hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title to for same, 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 Register 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 grantors hereby expressly waive, release 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 or homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor S aforesaid has VP hereunto set their hand S and

seal S this 28th day of March 1989

(seal) Dr. Roger M. Berkley (seal)

(seal) Carita H. Berkley (seal)

STATE OF ILLINOIS 1. HARRY S. WOLIN, Notary Public in and for said

County of Cook County, in the State aforesaid, do hereby certify that

Dr. Roger M. Berkley and Carita H. Berkley, his wife,

personally known to me to be the same person S whose name S 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 this 29th day of March A.D. 19 89

This instrument prepared by:

Harry S. Wolin 111 W. Washington St.,

Chicago, Illinois 60602

American National Bank and Trust Company of Chicago

OFFICIAL SEAL - HARRY S. WOLIN

MY COMMISSION EXPIRES 9/12/90

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This space for affixing Illinois and the other States' Real Estate Transfer Act; Paragraph c, Section IV; Cook County Ordinance to Provide Tax on the Privilege of Transferring Real Estate; and Section 200.1-2B6 par. (c) of Chicago Transaction Tax Ordinance.

March 29, 1989

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