

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, BEN ROSADO, divorced 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 (\$0.00-----), 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 16th day of March 1989, and known as Trust Number 107874-06, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 4 IN WALLECK'S SUBDIVISION OF LOTS 31, 34, 35, 38 AND 39 IN MOORE, PATTON AND HAIR'S SUBDIVISION OF LOTS 41, 48, 49 AND 56 OF THE SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 16-26-119-019

DEPT-01 \$12.00
103333 TRAN 1326 06/06/89 1149:00
60340 & C 89-254867
COOK COUNTY RECORDER

89254867

THIS PROPERTY DOES NOT CONSTITUTE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Full power and authority is hereby granted to said Trustee to purchase, manage, protect and subdivide said real estate or any part thereof, to delineate parks, streets, highways or alleys to create any subdivision or plat thereof, and to subdivide said real estate as often as desired, to contract to sell, to accept options to purchase, to sell on any terms to convey either with or without reservation, 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 the title, estate, powers and authorities vested in said Trustee, to execute, 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 lease 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 demise the term of 99 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 grant leases, and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the purchase or sale of any real estate, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant, execute or charge of any kind, to release, convey or assign any right, title or interest in or about or connected 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 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, 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 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 permitted 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 Register of Titles of Cook County) relying upon or claiming under any such conveyance, lease or other instrument, (4) that at the time of the delivery thereof the trust created by the Indenture and by said Trust Agreement was in full force and effect, (5) that such conveyance or other instrument was executed in accordance with the trust, 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, (6) 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 (7) 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 in any claim, judgment or decree for anything in or done by it 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, 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 trust beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or by direct action 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 in 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 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 of all persons claiming under this 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 created 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 and the interest herein being in trust to said American National Bank and Trust Company of Chicago the entire and sole and suitable 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 Register of Titles to register or not in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "with limitations," or words of similar import, to conform 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 statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 31 day of March 1989

BEN ROSADO (REAL)
BEN ROSADO (REAL)

STATE OF Illinois) D'Andrea L. Cotton-Smith
County of Cook) ss. County, in the State aforesaid, do hereby certify that BEN ROSADO

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 NOTARIAL SEAL and hand this 13th day of April A.D. 1989
D'Andrea L. Cotton-Smith
Notary Public, State of Illinois
My Commission Expires 6/25/89
My commission expires 11/25/89

Exempt under provisions of Section 20-1.1-1 of Public Act 86-1000
Real Estate Transfer Act
Buyer, Seller or Representative
Date 3-31-89

89-254867
Document Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89254857