

72-04-492-A3

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, William E. Bronner of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and No One-Hundredth's 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 15th day of May 1989, and known as Trust Number 106425-02 an undivided 22.53% interest in the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 1 to 4 in Block 3 in Foster's Montrose Boulevard Subdivision, being a Resubdivision of Part of the Northwest Quarter of the Southeast Quarter of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the Chicago and Northwestern Railroad Right of Way and except Streets heretofore dedicated, reference being had to the Plat of said Subdivision recorded May 9, 1905 as Document No. 3692294;

commonly known as 4344-56 North Winchester and 1945-55 West Montrose, Chicago, Illinois.

THIS INSTRUMENT WAS PREPARED BY: PERMANENT PROPERTY INDEX NO.:

William E. Bronner 14-18-400-017-0000
150 North Wacker Drive 14-18-400-018-0000
Suite 1717
Chicago, Illinois 60606

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, his heirs, assigns, managers, 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 desired, in conformity with the provisions of the Illinois Real Estate Transfer Act, to convey said real estate or any part thereof to any person or persons in trust and to grant to such successors or successors in trust all the title, estate, powers and authorities vested in said Trustee, in, to, and for the use of, his heirs, assigns, managers, protect and subdivide 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 lease 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 to terminate the whole or any part of the reversion and to contract respecting the terms of 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 encumbrance appertaining 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 an owner thereof 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, contracted to be sold, 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 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 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 deed, mortgage, 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 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 every such deed, trust deed, lease, mortgage or other instrument and (d) if the same be 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, right, powers, authorities, duties and obligations of fit, his or their performance in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if or they or their agents or attorneys may 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. No contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced into it in the name of the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its 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 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 them or any of them shall be 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 to be distributed, the intention thereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title for 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 certify the 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 of this State 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 15th day of May 1989.

William E. Bronner
Notary Public Seal

STATE OF ILLINOIS, I, Ginger R. Sliwa, a Notary Public in and for said County of COOK, do hereby certify that William E. Bronner

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 15th day of May A.D., 1989. Ginger R. Sliwa, Notary Public, State of Illinois, Commission Expires 9/24/92.

My commission expires

Section 42, Exempt under provisions of Paragraph 1, Buyer, Seller or Representative, Date 7/13/89, CHICAGO TRANSACTION TAX ORDINANCE, SEC. 200.1-2 (B) OR PAR 1, GRAPH, SEC. 200.1-2 (B) OR PAR 1

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