

85321706

1989 JUL 14 PM 12:50

Form 181 Rev. 11-71

UNOFFICIAL COPY

The above space for recorder's use only.

## THIS INDENTURE WITNESSETH, THAT THE GRANTOR,

James R. 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, Conveyed and Warranted 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 Thirteenth 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  
150 North Wacker Drive  
Suite 1717  
Chicago, Illinois 60606

14-18-400-017-0000  
14-18-400-018-0000

TO SELL AND TO HOLD the said real estate with the improvements, 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, to resubdivide, to sell, lease, exchange, assign, transfer, convey, alienate, mortgage, pledge or otherwise encumber said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors full power and authority vested in said Trustee, to convey, to donate, to dedicate, to mortgage, to lease, to remit, to pre-empt, to sell, to lease, to exchange, to assign, to transfer, to convey, to alienate, to resubdivide, to re-lease, to remit, to extend leases upon any terms and for any period or periods of time, not exceeding in the aggregate any single term or periods of time, and to renew or extend leases upon any terms and for any period or periods of time, not exceeding in the aggregate any single term or periods of time, and to contract to make leases and to grant options to lease and options to renew leases and options to purchase, to sell, to lease, to exchange, to assign, to transfer, to convey, to alienate, to resubdivide, to re-lease, to remit, to extend leases upon any terms and for any period or periods of time, not exceeding in the aggregate any single term or periods of time, and to contract respecting the manner of fixing the amount or present or future rentals, to partition or in exchange or interest in or about or easement appurtenant to said real estate, for other rights, to grant assignments of chores of any kind, to release, money or assign any right, title, or interest in or about or easement appurtenant to said real estate, or for other rights, to grant assignments of chores of any kind, to release, money or assign any right, title, or interest in or about or easement appurtenant to said real estate, or for other rights, to grant assignments of chores of any kind, to release, money or assign any right, title, or interest in or about or easement appurtenant to said real estate and every part thereof in all other ways 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 may be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see in the application of any powers, money, or other monies received or received by said Trustee, or any successor in trust, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or any successor in trust, or be obliged 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 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 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 terms, conditions and limitations contained in this instrument and the said Trust Agreement, (c) that such conveyance or other instrument was executed by the said Trustee, or any successor in trust, who had authority and empowered to execute and bind the same upon all beneficiaries hereunder, (d) that said Trustee, or any successor in trust, was made to a successor or successors in trust, and (e) 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 their agents or attorneys may do or omit to do, or about the said real estate or make any provision, or enter into any agreement, or make any stipulation, or contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be enforced against it in the name of the 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 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 to 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 him or any of them shall be only in the earnings, profits and proceeds arising from the sale of 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 Register of Titles is hereby directed not to register or not to register, or to 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 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

[SEAL]

[SEAL]

[SEAL]

[SEAL]

J. R. Bronner

12-00

[SEAL]

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

