

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, *FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE*, 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, Conveys and Warrants 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 27.47% 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
150 North Wacker Drive
Suite 1717
Chicago, Illinois 60606

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

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 manage, improve, 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 redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, or any part thereof to a successor or to any person in trust or in any other manner, 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, to reverse, by any means, any lease, or to renew, extend, or terminate any lease, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and amend, change or modify leases and the purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of rent or furnishing options to renew leases and options in said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release money or any other value, title and interest in or of such instrument, or to hold in trust any part of the same, and in 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 way 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 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 to 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, 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 such instrument notwithstanding any Registrar of Titles or Title Company relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereto 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 of this instrument and by said Trust Agreement and in full force and effect, (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 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 successor or successors in trust shall incur any personal liability or be subjected to any claim, action or decree for anything or for any amount of money, or to be obliged to pay any amount of money, or to be obliged 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 indebtedness arising out of the transfer of title to the Trustee in connection with said real estate may be paid by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, and the Trustee shall have no obligation whatsoever with regard 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 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 any part of said real estate whatsoever, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention 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 bear in the certificate of title or duplicate thereof, or memorial, the words "In trust," or upon title, 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor . . . aforesaid has . . . hereunto set . . . its . . . and

seal . . . this 15th day of May 1989.
[SEAL] [SEAL]
[SEAL] [SEAL]
[SEAL] [SEAL]

MOLEY L. ROSENBERG TRUST
BY: *Ginger R. Sliwa* [SEAL]
THE FIRST NATIONAL BANK OF CHICAGO,
AS TRUSTEE [SEAL]

STATE OF ILLINOIS, I, Ginger R. Sliwa, a Notary Public in and for said
COUNTY OF COOK, ss. County, in the State aforesaid, do hereby certify that *JACK WILLIAMS*
AS ASSISTANT VICE PRESIDENT OF THE FIRST NATIONAL BANK OF CHICAGO

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 delivered the said instrument as 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 seal this 15th day of May A.D. 1989.

"OFFICIAL SEAL"

GINGER R. SLIWA

Notary Public, State of Illinois
My commission expires 9/24/92

Notary Public

80272868
Document Number

7/13/89
Buyer, Seller or Representative
Real Estate Transfer Tax Act This space for stamping Buyers and Revenue Stamps

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7/13/89 *Ginger R. Sliwa*
EXEMPT UNDER PROVISIONS OF PARAGRAPH SEC. 200.1-2 (B-6) OR PARAGRAPH SEC. 200.1-4 (B) OF THE CHICAGO TRANSACTION TAX ORDINANCE.

7/13/89 *Ginger R. Sliwa*
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7/13/89 *Ginger R. Sliwa*

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