

## DEED IN TRUST

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Form 191 Rev. 11-71

1990 NOV 23 PM 2:34 80544447

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MIDLOTHIAN PARTNERS LP, an Iowa Limited Partnership, of the County of S C O T T and State of IOWA, for and in consideration

of the sum of TEN and 00/XX Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey~~s~~ 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 14th day of July 1990, and known as Trust Number 112306-04.

the following described real estate in the County of C O O K and State of Illinois, to wit:

## PARCEL 1:

Lots 1, 2 and 3 in Block 10 in Linden Heights, a subdivision of all that part of original Block 6 in South Washington Heights Subdivision of the North West 1/4 of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

## PARCEL 2:

Lot 7 (Except the North 33 feet) and all of Lot 8 and Lot 9 (except the South 33 feet) all in Block 7 of South Washington Heights in the North West 1/4 of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

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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 improve, manage, 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 subdivides said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, conditions, either cash or when possession, to the record title of said real estate or any part thereof, to agree to any lease or leases in trust and to make such successive conveyances, transfers, all of the title, estate, powers and authorities herein given to Trustee to dispose in whole or in part of the same, or otherwise number 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 199 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 by contract to make leases and grant options to lease and options to renew leases and options to purchase the whole or any part thereof, the rents and issues arising out of or from any lease or leases or any part thereof, to let, to let and collect the same, to exchange said real estate and any part thereof for other real property, to create assignments or transfers of any kind in the nature of easements or charges and for any other consideration as it would be lawful for any person having the same to deal with the same whether similar to or different from the same 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 whom said real estate, and part or parts thereof, may be conveyed, transferred to him, his heirs, executors, or administrators, or to his assigns, or to the assignees of any purchase money, rent, income, borrowed or advanced on said real estate, 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, 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, of the title or right of claiming under any such conveyance or other instrument, or any part thereof, of the title or right of claiming under any such conveyance or other instrument executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto of any and including upon all beneficiaries, co-trustees, co-trustees in said trust, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, other instrument and/or if the conveyances or made to a successor or successors in trust that such successor or successors in trust have been properly constituted and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its or their predecessor or predecessors in trust.

This conveyance is made upon the express understanding and condition 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 or its 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, said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indemnity incurred or entered into by the Trustee in respect of said real estate may be signed by the Trustee or at the name of the Trustee, or its beneficiary, under said trust, and the Trustee, in fact, hereto specifically disclaims for itself, its co-trustees, co-trustees in said trust, or any successor in trust, the execution 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 whatever 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, beneficiary and under said Trust Agreement and of all persons claiming under any of them shall be only in the existing, valid and unexpired interests from the sale or transfer, division of said real estate, and such interest as herein described in the 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 chattels, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire title 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 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 grantor,                 , hereby expressly waives,                 , and release,                 , any and all right or benefits under and by virtue of any and all statutes of the state of Illinois, providing for exemption of homesteads from sale or execution or otherwise.

In Witness Whereof, the grantor,                 , aforesaid has,                 , hereunto set his                  hand,                  and

Seal this Second day of November 1990. (seal)

MIDLOTHIAN PARTNERS, LP, an Iowa Limited Partnership  
By: Daniel B. Davis (seal)

General Partner, Charter Investments, Inc. (seal)

STATE OF ILLINOIS      NANCY R. CASTRO      Notary Public in and for said

COUNTY OF COOK      County in the State aforesaid, do hereby certify that DAN B. DAVIS

PRESIDENT OF CHARTER INVESTMENTS, INC. GENERAL PARTNER  
OF MIDLOTHIAN PARTNERS, LP

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 use and purpose herein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 2nd day of November A.D. 1990.

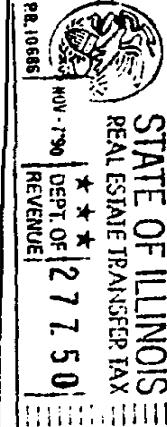
OFFICIAL SEAL  
NANCY R. CASTRO  
My commission #         COMMISSION EXPIRES 4/7/92

American National Bank and Trust Company of Chicago  
Box 221

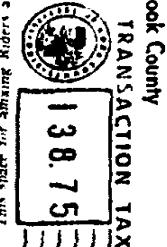
12140, 12203, 12211, 12219 and 12225  
South Vincennes Avenue, Blue Island  
Illinois

For information only insert street address of  
above described property.

COOK  
CO. NO. 018  
169320  
PL-10656  
NOV -790 DEPT. OF REVENUE



218956  
REVENUE  
STAMP NOV-790  
#11427



138.75  
REVENUE  
STAMP NOV-790  
#11427

1300

Number                 

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