

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, HOWARD M. JOHNSON & ANNETTE D. JOHNSON, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 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 25th day of October 19 90, and known as Trust Number 112890-06, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 3 and the East 1/2 of lot 4 in block 13 in first addition to Franklin Park in the East 1/2 of the North East 1/4 of Section 28, Township 40 North, Range 12, East of the Third Principal Meridian (except railroad and except that part South of center of Grand Avenue), in Cook County, Illinois.

DEPT-01 RECORDING \$13.25
 T#8888 TRAN 7146 11/16/90 11:24:00
 #1551 #M #90-561109
 COOK COUNTY RECORDER

PERMANENT INDEX NUMBER: 12-28-224-007-0000

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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to locate any subdivision or part thereof and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase or to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or to mortgage, to mortgage, pledge or otherwise encumber said real estate or any part thereof, from time to time, in perpetuity or for a term, to lease or to sublease in perpetuity or for a term, to grant options to lease and options to purchase, to purchase or to subpurchase, to contract to purchase, to contract to lease, to grant options to lease and options to purchase, to purchase the whole or any part of the premises and to contract for the purchase of the whole or any part of the premises, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to do all things which may be necessary or proper to carry out the purposes and for such other considerations as it should be lawful for any person owning the same to do with the same, whether similar to or different from the acts 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 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 claiming the Registrar of Titles of said real estate, and in relation to said real estate, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture 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, (c) that said Trustee, or his 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 successor in trust that such successor or successor in trust has 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 in 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 a deed or a 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 then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purposes, or, at the direction of the Trustee, in its own name, as Trustee of an express trust 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 in 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, profits 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 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 fee and an 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 issue a 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.

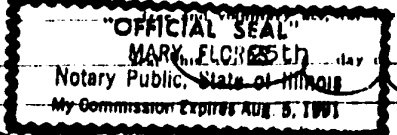
And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statute of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid ha. VR hereunto set their hand and seal this 25th day of October, 19 90.

Howard M. Johnson (REAL) Annette D. Johnson (REAL)
 Howard M. Johnson Annette D. Johnson

STATE OF ILLINOIS DONALD R. BAUSCHERT MARY FLORES
 COUNTY OF COOK County, in the State aforesaid, do hereby certify that:

HOWARD M. JOHNSON & ANNETTE D. JOHNSON, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



GIVEN under my hand and My commission expires August 5, 1991

This space for affixing Revenue Stamp

9/11/90

99561109

13 25 89

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90561109