

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JOHN W. FOSTER, as executor of the will of Lowell L. Foster, Deceased, by virtue of letters testamentary issued to him by the Probate Division of the Circuit Court of Cook County, Illinois, and in exercise of the power of sale granted to him in and by said Will and in pursuance of every other power and authority him enabling, and in consideration of the sum of One Hundred Ninety Thousand (\$190,000.00) Dollars 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 7th day of November 19 90, and known as Trust Number 112950-03, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 41 in Block 1 in A.A. Lewis Dempster Terminal Square 2nd Addition being a subdivision of part of the North 1/2 of the South 1/2 of the North East 1/4 of Section 21, Township 41 North, Range 13 East of the Third Principal Meridian

VILLAGE of SKOKIE, ILLINOIS

**Economic Development Tax
Skokie Code Chapter 10
Amount \$570 PAID: Skokie
Office**

14 NOV 90

Street address: 4821 West Greenleaf, Skokie, Illinois 60077
Permanent Tax No. 10-21-218-019-0000

This instrument prepared by John H. Hanson, 422 N. Northwest Highway Park Ridge, IL 60068

TO HAVE AND TO HOLD the said real estate with the appurtenances to 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 suppose, manage, protect and subdivide said real estate in any part thereof, to dedicate parks, streets, highways or alleys to public use, to subdivide said real estate as often as desired in contrast to sell, to grant options to purchase or sell in any form, to convey either with or without warranty in relation to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the powers, terms and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to pledge, to otherwise encumber said real estate or any part thereof, to use said real estate, or any part thereof, from time to time, in discretion to the extent he may be authorized by agreement or in future, and upon any term or terms and for any period or periods of time, not exceeding in the case of any single conveyance the term of 99 years, and to renew or extend leases upon any term and for any period or periods of time and to amend change or modify leases and the terms and conditions thereof at any time or times hereafter, to contract to make lease, and to grant options to lease, leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of them, the amount of ground or future rentals in partition or to execute said real estate or any part thereof, for other real or personal property in trust, to make any charge 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 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 and at all 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 to the application of any mortgage money, rent or money borrowed or advanced on said real estate, or in relation to any part thereof, to the satisfaction of the mortgage, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, 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 conclusively evidence in favor of every person claiming the benefit of Title of said real estate, relating to or claiming under any such conveyance, lease or other instrument, and 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, that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement, and in all amendments thereof, and that said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and that if the executor or trustee in trust, or any 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, judgment or charge for anything if 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 or said Trust Agreement or any amendment thereto, or for money or property remaining in or about said real estate, nor shall any 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 purpose, 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 liability 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 hereof 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, rents and proceeds arising from the sale of any other disposition of said real estate and such interest is hereby declared to be real property, and no beneficiary hereunder shall have any title of interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, rents 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 reallocated, the Registrar of Titles is hereby directed not to register or file 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 releases any and all right of benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor John W. Foster aforesaid has hereunto set his hand and seal this 14th day of November, 1990.

(SEAL) John W. Foster (SEAL)
as executor aforesaid (SEAL)

STATE OF Illinois)
County of Cook)
I, John H. Hanson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John W. Foster

personally known to me to be the same person, whose name is John W. Foster is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that John W. Foster as he signed, sealed and delivered the said instrument as his free and voluntary act, as such executor, 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 14th day of November, A.D., 1990.

OFFICIAL SEAL
JOHN H. HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/27/91

Notary Public

JRS-18-2L
MC 082829

COOK COUNTY, ILL. 018
29511
PA 10681
NOV 26 90
REVENUE
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
190.00

219742
PA 11427
NOV 26 90
REVENUE
STATE OF ILLINOIS
REAL ESTATE TRANSACTION TAX
COOK COUNTY
STAMP
95.00

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Document Number
90573106

Mail to:
American National Bank and Trust Company of Chicago
Box 221

For information only insert street address of

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