

QUIT CLAIM DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Harold H. Miller married to Janice Miller 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 Quit Claim unto The Mid-City National Bank of Chicago, a National Banking Association, whose address is 801 West Madison Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 15th day of March, 1990, and known as Trust Number 2260, the following described real estate in the County of Cook and State of Illinois, to-wit:

That part of the North 1303 feet of the North East 1/4 of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at a point, 834.59 feet south of the North line of said Section located on a line drawn at right angles to said North line through a point, 1343.59 feet west of the north east corner thereof; thence continuing south along said line 468.41 feet to the south line of the north 1303 feet of the north east 1/4 of Section 28; thence east along said line 197.20 feet; thence north at right angles to the last described line 282.72 feet to an intersection with a curved line convex to the south west; thence northwesterly along said curved line, with a radius of 259.21 feet, a distance of 263.49 feet to a point of tangency; thence northwesterly along said tangent line 21.03 feet to the point of beginning, in Cook County, Illinois.

Permanent Real Estate Index Number: 19-28-201-027

SUBJECT TO

This property is not homestead property as to Grantor.

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 in said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate public, streets, highways or alleys and to execute any subdivision or part thereof, and to subdivide 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, 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 rights, powers and authorities vested in said Trustee, to demise, to dedicate, 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 or reversion, by lease or agreement in present or in future, and upon any terms and for any period or periods of time not exceeding in the case of any such lease the term of 99 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, in contract to make leases and in all matters to lease and to grant to those leases and options to purchase the whole or any part of the real estate or any part thereof, in executing the terms of present or future leases, to purchase, to purchase or to exchange and real estate, or any part thereof, other real or personal property, 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 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 do with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

No one 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, contract 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 impose into the public records, necessarily or as a condition of any act of said Trustee, or be obliged or privileged to include into any of the terms of said Trust Agreement, and any 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 Registrar 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 of the instrument by this Indenture and by said Trust Agreement was in full force and effect, (b) that the provisions of that instrument was intended in accordance with the trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (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 limitations of title of their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Mid-City National Bank of Chicago, Inc. 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 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 instrument or document in or about the said real estate or under the provisions of this deed or said Trust Agreement or any instrument or document in or about the said real estate any and all as to its liability being hereby expressly waived and released. Any contract obligations or liabilities incurred or entered into by the Trustee in connection with said real estate may be entered into by it in its own name, and Trustee or any successor in trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness or act only as far as the trust property and funds in the custody or 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 for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all their children under them or any of them shall be only in the earnings, profits and proceeds arising from the sale of any other day within 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 the earnings, profits and proceeds as aforesaid.

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 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 connection with the title to said real estate as aforesaid.

Any successor or successors of the Trust business of any of the Trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer hereunder.

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

In Witness Whereof, the grantor, aforesaid has hereunto set hand and seal, this 23rd day of March, 1990.

(REAL) Harold H. Miller (REAL)

(REAL) Harold H. Miller (REAL)

State of Illinois } I, JOHN F. GORMAN, a Notary Public in and for said County, County of Cook } in the state aforesaid, do hereby certify that Harold H. Miller, married to Janice Miller

This instrument was drafted by John F. Gorman 20 N. Wacker Dr., Chicago, IL 60606 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 uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 23rd day of March, 1990. John F. Gorman Notary Public

THE MID-CITY NATIONAL BANK OF CHICAGO 801 WEST MADISON ST. CHICAGO, ILL. 60607 5000 W. 73rd Street Bedford Park, IL 60638 For information only insert property address.

UNOFFICIAL COPY

Return to

John F Eckman

70 N. Wacker Drive Suite 3330

Chicago, IL 60606

Property of Cook County Clerk's Office

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COOK COUNTY RECORDER

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