

DEED IN TRUST

COOK COUNTY, ILLINOIS

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UNOFFICIAL COPY

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, WILLIAM G. CONOPEOTIS, A BACHELOR, GEORGE CONOPEOTIS, A BACHELOR AND MARK G. POLIMUS, A BACHELOR 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 4th day of May 1990, and known as Trust Number 111945-03

the following described real estate in the County of COOK and State of Illinois, to wit:

The South 20 feet of Lot 72 and the North 10 feet of Lot 73 in Block 6 in Miller's Subdivision of Blocks 5 and 6 of Edson's Subdivision in the South 3/4 of the East 1/2 of the Northwest 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

13.00

Permanent Index Number: Commonly known as: 3723 N. Wayne, Chicago, IL

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

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 transmute 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 real estate, powers and authorities vested in said Trustee, 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 perpetuity or for a term, to lease to companies in perpetuity or in fee, and upon any term and for any period or periods of time, but exceeding in the case of any lease the term of 10 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 conditions thereof at any time or times hereafter to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reservation and to contract respecting the amount of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for 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 connected with 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 should be lawful for any person owning the same or deal 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 purchase money, rent or money borrowed or advanced in 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, any trust deed, mortgage, lease or other instrument provided 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 or claiming under any such mortgage, lease or other instrument, and that at the time of the delivery thereof the trust created by this instrument and by said Trust Agreement was in full force and effect, and that such mortgage or other instrument was executed in accordance with the trust conditions and limitations contained in this instrument and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereof, in 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 the, 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 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 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 contract, obligation or independent 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 beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, 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 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 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, rents 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, 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 in any of the above real estate is now or hereafter encumbered, the Registrar of Titles is hereby directed not to register or note in 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 statutes of the State of Illinois, providing for exemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid has, by, hereunto set their hand and seal

Witness my hand and seal this 11th day of May 1990. William G. Conopeotis, George Conopeotis, Mark G. Polimus

STATE OF Illinois, Gary S. Benson, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that William G. Conopeotis, a Bachelor and George Conopeotis, a Bachelor and Mark G. Polimus, a Bachelor

personally known to me to be the same person as whose name is 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 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 11th day of May A.D. 1990. OFFICIAL SEAL GARY S. BENSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/25/94

American National Bank and Trust Company of Chicago Box 221

3723 N. Wayne, Chicago, IL For information only (insert street address of above described property.)

THIS DOCUMENT WAS PREPARED BY: Gary S. Benson, Attorney, 2615 N. Sheffield, Chicago, IL 60614

EXEMPT FROM TAXATION UNDER THE PROVISIONS OF PARAGRAPH 1-3 (b) OF SECTION 1-3 OF THE REAL ESTATE TRANSFER TAX ACT AND PARAGRAPH 1-4 (b) OF SECTION 1-4 OF THE REAL ESTATE TRANSFER TAX ACT AND PARAGRAPH 1-4 (b) OF SECTION 1-4 OF THE REAL ESTATE TRANSFER TAX ACT. TAX ORDNANCE. 5-11-90. 13.00. 3723 N. WAYNE, CHICAGO, ILL. 60614. REPRESENTATIVE: [Signature]