

90313064

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **BARBARA SCHMITT, a spinster**
 of the County of **COOK** and State of **ILLINOIS**, for and in consideration
 of the sum of **Ten 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 **12th** day of **September 1988**, and known as Trust Number **106447-06**,
 the following described real estate in the County of **COOK** and State of **ILLINOIS**, to wit:

DEPT-01 RECORDING

\$13.25

T#7777 TRAN 6592 06/29/90 12:04:00

\$8050 + F *-901-313064

COOK COUNTY RECORDER

PIN#: **17-18-214-006-0000**PROPERTY ADDRESS: **113 S. PAULINE, CHICAGO, ILLINOIS 60612**

LOT 12 IN PARK BANK SUBDIVISION OF BLOCK 14 AND PART OF BLOCK 11 AND SNYDER STREET VACATED LYING BETWEEN SAID BLOCKS FOURTEEN (14) AND ELEVEN (11), ALL IN S.F. SMITH'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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 in said subdivision or part thereof, and to subdivide said real estate as often as deemed necessary, to sell or grant options to purchase, to sell on any terms, to convey either with or without an easement, 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 the title, estate, powers and authorities vested in said Trustee, to donate, 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 otherwise, in present or in future, and upon any term and for any period or periods of time, not exceeding in the case of any single lease, one year, and for the term of one year, or for any longer or shorter period, in relation to any subsequent leases, and the terms and provisions thereof, at any time or times hereafter, in contrast to such leases, subject to grants options for renew leases and to purchase the whole or any part of the reversion and to contract respecting the manner 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, charges of any kind, to release, convey or assign any right, title, or interest in or about or easement 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 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 trust, in trust, 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 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 title or condition of said Trustee or any successor in trust, or any instrument executed by said Trustee or any successor in trust, or any instrument relating 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 thereof in 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 the Trust Agreement, (c) that all documents referred to in such conveyance or other instrument were duly executed and delivered, (d) that the said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver, (e) that such trust deed, or any 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 said, 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 successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything, if or in respect of 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 wholly entirely waived and released. Any beneficiary 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, or express trust, or as attorney-in-fact, and the Trustee shall have full power and authority with respect to any such contract, obligation or indenture, except only for so far as the trust powers are so funded in the actual possession of the Trustee, shall be applicable for the payment and discharge thereof. All persons and corporations whomever and whatsoever shall be charged with notice of the 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, avails and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be, joint property, and in the earnings, avails and proceeds arising from the sale of any other disposition of said real estate, and such interest in real estate, shall be joint proceeds therefrom, aforesaid the intention hereof being to give to said American National Bank and Trust Company of Chicago the entire joint 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 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 accordance with the statute in such case made and provided.

And the said grantor, **Barbara Schmitt**, 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 or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, **Barbara Schmitt**, aforesaid has, hereunto set her hand, and

seal this **4th** day of **June**, **1990**. **[SEAL]** **[SEAL]**

STATE OF **ILLINOIS**, I, **JAMES D. MARTIN**, a Notary Public in and for said County of **Cook**, do hereby certify that **Barbara Schmitt**, **Schmitt, Barbara**, personally known to me to be the same person, whose name appeared before me this day in person and acknowledged that **she** subscribed to the foregoing instrument, and delivered the said instrument as **her** 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 **Notary** seal this **4th** day of **June**, A.D., 19**90**.

My commission expires **7-15-91** **[Signature]** **[Signature]** Notary Public

NOTARY PUBLIC, STATE OF ILLINOIS
JAMES D. MARTIN
MY COMMISSION EXPIRES 7/15/91

Notary Public

113 S. Pauline, Chicago,
RONALD KAPLAN, LTD.
188 W. RANDOLPH • SUITE 1200
CHICAGO, ILLINOIS 60601

For information only insert street address of
above described property.

190313064
This space for affixing Riders and Revenue Stamps190313064
Document Number

190313064-06

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