

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Raymond Gorski, a single man, 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, Conveys and Warrants 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 20th day of July, 1990, and known as Trust Number the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof. Commonly known as: 3253 South Racine Avenue, Chicago, Illinois 60608 P.I.N.: 17-32-216-009, Volume 522

Exempt under Chapter 120, Paragraph 1004, Section 4(e) of the Illinois Real Estate Transfer Tax Act. August 6, 1990, Kathryn Delaney / Michelle Schwartz

COOK COUNTY RECORDER #1958 G * -90-377652 199099 TRAN 2810 08/06/90 09:35:00 DEPT-01 RECORDING 90377652

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 to create any subdivision or part thereof, to lease, to contract to sell, to contract to grant options to purchase, to sell on any terms to anyone 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 powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to 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 to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise 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, to contract to make leases, to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of giving, 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, receive, 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 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 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 (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 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 thereof, if any, and binding upon all beneficiaries hereunder, (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 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 decree for anything it or they or his 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, 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 beneficiary under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the sole and exclusive expense of the Trustee, in its own name, as Trustee of an express trust, and individually said Trustee shall have no obligation whatsoever with respect to the payment and discharge thereof. All persons and corporations whatsoever and whatever 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, avails 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 the earnings, avails 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 registered, the Registrar of Titles is hereby directed not to register or not to re-certify 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Raymond Gorski, hereunto set his hand, and seal, this 31st day of July, 1990. Raymond Gorski (SEAL)

STATE OF Illinois } I, G. OZOG, a Notary Public in and for said County of Cook } County, in the State aforesaid, do hereby certify that RAYMOND GORSKI, a single man

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 31st day of July, A.D., 1990.

"OFFICIAL SEAL" G. OZOG Notary Public, State of Illinois My Commission Expires 3-14-94

This space for recording Kidney and Revenue Stamp

90377652 Document Number

Handwritten initials/signature

UNOFFICIAL COPY

Property of Cook County Clerk's Office



Kapshyn Delaney /
- partner of Schwartz,
200 E. Randolph,
Chicago, Ill.

699-11306

UNOFFICIAL COPY

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EXHIBIT A

Legal Description

LOT 11 IN THE COUNTY CLERK'S DIVISION OF BLOCK 5 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1878, AS DOCUMENT NUMBER 178410, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3253 South Racine Avenue, Chicago, Illinois 60608

P.I.N.: 17-32-216-009, Volume 522

Property of Cook County Clerk's Office

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