

91-150958

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Steven Hirsch, married to Paula Hirsch, and Rosalie Hirsch, a widow 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 Eighth day of July 19 71, and known as Trust Number 75880, the following described real estate in the County of Cook and State of Illinois, to wit:

13-12-103-056 13-12-103-055
 Lots 1148 and 1149 in William H. Britigan's Budlong Woods Golf Club Addition No. 4, being a Subdivision of that part of the North Half (N 1/2) of the North West Quarter (NW 1/4) of Section Twelve (12), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian lying East of the Northeasterly right of way line of the Sanitary District of Chicago (except the North 33 feet thereof) taken for Bryn Mawr Avenue,

TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

Poll power and authority is hereby granted to said Trustee to inspect, manage, protect and substitute said real estate or any part thereof, to delineate, park streets, highways or alleys or any subdivision or part thereof, or to resubdivide said real estate as often as desired, to contract to sell, 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, to create, to transfer, to exchange, to assign, to mortgage, lease, or otherwise encumber said real estate or any part thereof, to lease, to let, to give, to hold, to retain, to repossess, to retitle, to release, 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 dwelling the term of 199 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 or to grant options for leases and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of living in the amount of present or future rentals, to partition or to exchange the real estate, and any part or parts thereof, to let, to lease, to give, to hold, to retain, to repossess, to retitle, to release, to commence in present or in future, and upon any terms and for any period or periods of time, 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 in whom said real estate or any part thereof shall be held, contracted to sell, leased or mortgaged by said Trustee, or any successor in trust, be relieved from the obligation of any purchase money, rent or other money borrowed or advanced on said real estate, or by holding back any portion of the terms of this trust have been complied with, or obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be subject 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 concluding the Register of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument, that the terms agreed for this indenture, as by said Trust Agreement was in full force and effect, and that all covenants or other instruments, covenants, restrictions, easements, covenants and restrictions contained in this Indenture, and in the Indenture in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and all, if the same 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, by or their predecessors in trust.

This agreement is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or by Trustee nor its successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree, for anything it or they 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 held hereunder is wholly waived and released. Any contract, obligation or judgment incurred or entered into by the Trustee in connection with said real estate may be enforced against him in the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, thereby irrevocably stipulated, for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individual, that the said Trustee, or his or her attorney-in-fact, in the exercise of his or her discretion, shall be liable only in respect of the first property and funds in the actual estimation of the Trustee, shall be applicable for the payment of debts thereafter, all personal and corporate wheresoever 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 of any other disposition of said real estate, and such interest to 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 rental, rents and proceeds thereof as aforesaid. The intention is confined to giving to 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 not or hereafter registered, the Register of Titles is hereby directed not to register or make or re-register 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, James R. Szczesniak, hereby reserves, sells, and conveys, his and all right or benefit under and by virtue of any and all fixtures of the state of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S. G. Hirsch, heretofore signed their hands, S. G. Hirsch and Paula Hirsch.

Seal on this Thirtyeth day of July 19 91.
Rosalie Hirsch (SEAL) Steve G. Hirsch (SEAL)
Paula Hirsch (SEAL)

STATE OF Illinois
 COUNTY OF Cook County, in the State aforesaid, do hereby certify that Rosalie Hirsch, Steven Hirsch and Paula Hirsch, a Notary Public in and for said

person have sworn to me this 30th day of July 19 91, that they are James R. Szczesniak whose name is James R. Szczesniak, a Notary Public in and for said person, do hereby acknowledge that they are the persons described in the foregoing instrument, and that they have signed, sealed and affixed my signature to the same in my presence, free and voluntary act, for the uses and purposes therein set forth, including the NOTARY PUBLIC STATE OF ILLINOIS and My commission expires 09/08/94, this 30th day of July A.D. 19 91.
 James R. Szczesniak Notary Public
 My commission expires 09/08/94
 3-8-94

My commission expires

41-56958

Exempt under Real Estate Transfer Tax Act Sec. 4
 Par. A & Cook County Sec. 551b1 Par.
 Date 8-30-91 Sign. S. G. Hirsch

DRAFTED
RECORDED

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Property of Cook County Clerk's Office

DEPT-91 RECORDING \$13.29
T#2222 TRAN 7061 08/30/91 14:40:00
#6754 # B **-91-450958
COOK COUNTY RECORDER

85605446

91450953



STEVEN HIRSCH
2914 W GRANVILLE ST.
CHICAGO, IL 60625

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