

DEED IN TRUST

91060811

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Concetta R. Casale, a widow, and Dana Anthony Casale, a bachelor, joint tenants, 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 22nd day of September 1990, and known as Trust Number 113391-08 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 1 in Stanley E. Jones' Subdivision of the North 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 (except the East 166 feet thereof) of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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PIN 13-20-149-001

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the Trustee, 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 as any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or part thereof, and to resubdivide said real estate as when so desired to contract to sell or grant options to purchase or to sell on any terms, to convey either with or without consideration, to mortgage, said real estate at any part thereof to a successor or successors in trust, all of 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 perpetuity or for term, 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 lease the term of one year, 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 and to grant options to lease and options to lease leases and options to purchase the whole or any part of the premises and to contract respecting the manner of letting the premises 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 rights of any kind, to release, convey or assign any right, title or interest in or about or emanant appurtenant to said real estate or any part thereof and to do all 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, restricted 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 paid 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, for 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, that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in the Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, and that said Trustee, or any successor in trust, was duly authorized and empowered in statute and under every such deed, trust deed, lease, mortgage or other instrument and all of the conveyance made in a purchase or succession in trust, that such purchase or successor in trust have been properly appointed and are fully vested with all the title, 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, judgement 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 amendments 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 indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into in the name of the Trustee, or any agent or attorney of the Trustee, as their attorney in fact, hereby irrevocably appointed for such purpose, 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, profits 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 shall be deemed to be personal property for all purposes, legal or equitable, in or to said real estate as such, but only an interest in earnings, profits 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 of such in the name of the title or duplicate thereof, of memorial the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the law 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, Concetta R. Casale and Dana Anthony Casale, hereunto set their hand and seal this 22nd day of September, 1990.

Concetta R. Casale [SEAL] Dana Anthony Casale [SEAL]

STATE OF Illinois } I, Robert H. Dachis, a Notary Public in and for said County of Cook } County, in the State aforesaid, do hereby certify that Concetta R. Casale and Dana Anthony Casale

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have 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 22nd day of September, 1990. OFFICIAL SEAL ROBERT H. DACHIS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES APRIL 21, 1992

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Document Number

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DEPT-01 RECORDING \$13.29
TR2222 TRAN 4507 02/07/91 13:36:00
#2233 # B *-91-060811
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

Exempt under Real Estate Transfer Tax Act Sec. 4
Par. E & Cook County Ord. 02194 Par. E

Date 02/07/91 Sign [Signature]

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Law Offices Of
KEEFE & SMITH
2933 N. Southport
Chicago, Illinois 60657



ROBERT H. ...
NOTARY PUBLIC ...
MY COMMISSION EXPIRES ...