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Form 181 Rev. 11-71

The above space for recorder's use only

4716 72903

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **James G. Jemilo, married to Mary B. Jemilo** of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and 00/100**-----Dollars (\$ **10.00**), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey **S.** and Warrant **S.** 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 **8th** day of **January** **1991**, and known as Trust Number **113246-05** the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

Lot Four (4) except the North Fifty (50) feet thereof, in Block Three (3) in Henry Soffel's First Addition to Melrose Park, being a Subdivision of that part of the South East Quarter (1/4) of Section 4, Township 30 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Elgin Road and West of a line 29.67 chains West of the East line of said Section Four in Cook County, Illinois.

P.I.N.: **15-04-107-017-0000**
 Commonly Known As: **3201 West Lake Street Melrose Park, Illinois**

13⁰⁰

Subject Only To: **General real estate taxes for 1990 and subsequent years.**

TO HAVE AND TO HOLD the said real estate with the covenants, 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 purchase, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public use, to lease or mortgage said real estate as often as desired, to contract to sell or 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 title, estate, powers and authorities vested in said Trustee, to donate, to dedicate or 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 leases 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 and 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 reserving 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 or charges of any kind, to release mortgages 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 might 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 any successor 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 trust 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, 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 trust 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, 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 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 to 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 the same 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 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 file 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 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 in execution or otherwise. **THIS IS NOT HOMESTEAD PROPERTY.**

In Witness Whereof, the grantor **James G. Jemilo** aforesaid has hereunto set his hand and seal this **26th** day of **February** 19 **91**

(SEAL) *James G. Jemilo* (SEAL)
James G. Jemilo (SEAL)

STATE OF **ILLINOIS**, the undersigned, a Notary Public in and for said County of **COOK** County, in the State aforesaid, do hereby certify that **James G. Jemilo, married to Mary B. Jemilo**

personally known to me to be the same person whose name is **James G. Jemilo** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. **THIS IS NOT HOMESTEAD PROPERTY.**

GIVEN under my hand and seal this **26th** day of **February** A.D. 19 **91**
 My Commission Expires **October 31, 1992**

Rosalind Holliman
 Notary Public

My commission expires **October 31, 1992**

ROSENTHAL AND SCHANFELD
 BY: *Rosalind Holliman*
 2-27-91
 9160

THIS DOCUMENT PREPARED BY: **BERRY M. MORRIS, ROSENTHAL AND SCHANFELD, 55 E. MONROE ST., AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, BOX 221**

Suite 4620, Chicago, IL 60603
 3201 West Lake St., Melrose Park, IL
 For information only insert street address of above described property.

91091412 Document Number

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