

# UNOFFICIAL COPY

Form 101 Rev. 11-71

The above space for recorder's use only

21 84-782  
THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Leslie C. Barnard d/b/a B&J  
of the County of \_\_\_\_\_ 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 11th day of July 1989 , and known as Trust Number 108827-02,  
the following described real estate in the County of Cook and State of Illinois, to wit:

See attached legal description rider.

COOK COUNTY, ILLINOIS

1981 MAR 1 PM 3:08

91095297

This document prepared by and to be returned to:

James T. Buchholz, Esq.  
Attorney at Law  
35 East Wacker Drive, Suite 1300  
Chicago, Illinois 60601

13<sup>00</sup>

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 manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to locate any subdivision or lots thereon, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to runter 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 its 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 for term or by lease for a reversion, in perpetuity or for a term of years, or for a period of time not exceeding in the case of leases or rents, the term of the lease or rental, for any term or times hereafter, to contract to make leases and to grant options to lease and options to purchase the whole or any part of the reversion and for any period or periods of time, and to amend, change or modify leases and options 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 real estate, or any part thereof, for other real or personal property, to grant assignments or transfers of any interest in or right to said real estate, or any part thereof, to any person, firm, corporation, partnership, association or entity, to assign and to let, to lease or to let and to retain in or about any part of the property, any part thereof, and to dispose of said real estate, or any part thereof, in all other ways and such other manifestations as it should be lawful for any person having the same to deal with the same, whether 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 to said Trustee 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 by anyone acting in his behalf, interfere in the administration of any property, money or funds held by said Trustee in any way, or shall any party dealing with said Trustee, or any successor to said Trustee, or any amendment or modification to, inquire into the authority, necessity or expediency of any act of said Trustee, or be entitled, 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 to said Trust, in relation to said real estate shall conclude evidenced in favor of every person claiming the title thereto, the registrars of Titles or title companies relying upon or claiming under any such evidence of title, or other instrument, for that at the time of the delivery thereof the title thereto was held by said Trustee and by said Trust Agreement was in full force and effect, for that such conveyance, lease or mortgage was executed in accordance with the conditions and limitations contained in the said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor to said Trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that 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 condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor any 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 or modification thereto, or for injury to persons 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 by it in the name of the then beneficiaries under said Trust Agreement or the attorney-in-fact held by the individual or individuals holding the title to the property at its own risk, and the Trustee, as trustee, shall not be liable for any and all debts, obligations, expenses, costs, charges, expenses or other liabilities incurred by the Trustee in connection with such contract, obligation or indebtedness except only as 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 whomever 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 him 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 in no event shall any person, firm, corporation, partnership, estate or beneficiary hereunder shall have any interest in or claim to any part of the said real estate, as such, but only an interest in amounts, rents and proceeds thereof as soffected, and the intention hereof being that the said American National Bank and Trust Company of Chicago be 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 place on 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, all and 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 aforesaid has hereunto set his seal this 5<sup>th</sup> day of February 1991.

*Leslie C. Barnard* [SEAL] [SEAL]  
[SEAL] [SEAL]

STATE OF Illinois  
COUNTY OF Cook  
I, the undersigned, a Notary Public in and for said  
County, in the State aforesaid, do hereby certify that Leslie C. Barnard,

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 seal this 27 day of February A.D., 19 91

Dorothy Cannon  
Notary Public  
My commission expires April 16, 1991

American National Bank and Trust Company of Chicago  
Box 221

1936 S. Indiana Ave.  
For information only insert street address of  
above described property.

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## LEGAL DESCRIPTION RIDER

### PARCEL 2:

LOT 4, IN BLOCK 14, (EXCEPT SO MUCH AS HAS BEEN TAKEN FROM THE REAR THEREOF, FOR AN ALLEY) IN THE ASSESSOR'S DIVISION OF THE FRACTIONAL SOUTH WEST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOT 1 IN BLOCK 3 IN GEORGE SMITH'S ADDITION TO CHICAGO, IN THE FRACTIONAL SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS. 17-22-307-044-0000, 17-22-307-045-0000

PROPERTY ADDRESS    1914-36 S. Indiana Avenue  
Chicago, Illinois

91095297

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