

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, City Lands Corp. a Delaware corporation 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...

That part of Lots 40, 41 and 42 in Block 4 in Bass Subdivision of the North 1/2 of the North East 1/4 of the South East 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian...

Commencing at a point on the South line of said Lot 41 which is 53.75 feet East of the South West corner of said Lot 40 and thence North on a line parallel to the West line of said Lot 40, a distance of 76 feet; thence in a Northwesterly direction 65 feet more or less to a point in the North line of said Lot 40, which is 25.63 feet East of the North West corner of said Lot; thence East along the North line of said Lots 40, 41 and 42, a distance of 79.41 feet to the North East corner of said Lot 42; thence South along the East line of said Lot 42, 134.38 feet to the South East corner of said Lot; thence West along the South line of said Lots 41 and 42, a distance of 51.38 feet to the place of beginning.

Commonly known as: 1454-56 E. 67th Place Chicago, Illinois
Permanent Real Estate Tax ID No: 20-23-402-015-0000

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 vacate any subdivision or part thereof, 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 convey either with or without warranty, 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, covenants and authorities vested in said Trustee, to demise, 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 reversion, by lease in common 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, in contract to make lease, and to grant options to lease and options to renew leases and options to purchase said real estate, or any part thereof, for other real or personal property, in gross, in fee simple or in fee simple subject to a life estate, title or interest in or about or adjacent 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 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 purchasing the Real Estate of Title of said real estate or claiming under any such conveyance, lease or other instrument, 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 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 thereunder, 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 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 his, 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 successors or assigns shall incur any personal liability or be subjected to any claim, judgment or award or any other liability or loss, or that of their estate or successors 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, 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 enforced 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 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, assets 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, assets 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 issue 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 clause in such case made and provided.

And the said grantor hereby expressly waives, releases and conveys, and releases S... any and all right or benefit under and by virtue of any and all Statute 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 its hand and seal this 30th day of December 1992.

CITY LANDS CORP., a Delaware corporation
By: Susan M. McCann
Its: As Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jan Romrell, a Notary Public in and for the County and State aforesaid, do hereby certify that Susan M. McCann, Senior Vice President of City Lands Corp., a corporation of the State of Delaware, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that as such Senior Vice President, she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of December, 1992.

Notary Public SEAL
JAN ROMRELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/28/95

RETURN TO and Prepared by: Jay Gilbert, Esq. 479 N. Main Street, Suite 200 Glen Ellyn, IL 60137

This space for affixing Riders and Revenue Stamp

92986012

UNOFFICIAL COPY

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
DISTRICT 100.0000
EN 11422

25.00

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