

DEED IN TRUST

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Form 191 Rev 11-71

The above space for recorder's use only

62780 73 58 425 J

THIS INDENTURE WITNESSETH, THAT THE GRANTOR(S) JOHN E. COGLAN, JR. AND PATRICIA E. COGLAN, HIS WIFE 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

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 16th day of April 19 92, and known as Trust Number 115403-09,

the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 3 IN DAVID F. CURTIN'S THIRD ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION OF THE SOUTH 1/3 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SCUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 1/3 OF THE SOUTH 10 ACRES OF THE WEST 20 ACRES OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 10-11-417-005-0000 ✓

Commonly Known As: 2101 Central Park, Evanston, Illinois 60201 ✓

Real Estate Transfer Tax MAY 10 1992 CITY OF EVANSTON \$1,000

Real Estate Transfer Tax MAY 10 1992 CITY OF EVANSTON \$500.00

Real Estate Transfer Tax MAY 10 1992 CITY OF EVANSTON \$400.00

Real Estate Transfer Tax MAY 10 1992 CITY OF EVANSTON \$50.00

Real Estate Transfer Tax MAY 10 1992 CITY OF EVANSTON \$25.00

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 in vacant any subdivision or part thereof and to redivide said real estate as often as desired in contract 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 in trust and to grant in such successor or successors in trust all the 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 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 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 renew leases and options to purchase the whole or any part of the reversion and in contrary respecting 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, remove or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, jointly or 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 do 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, title 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: (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 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 hereunder, and that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, mortgage instrument and bill of the conveyance; and (c) that such 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 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 assumed and paid by it in the name of the then beneficiaries 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 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 existing under them or any of them shall be only in the earnings, profit and proceeds 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, profit 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 note 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 provisions of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid have their hereto set their hands and

seal, this 5th day of May 19 92

JOHN E. COGLAN, JR. PATRICIA E. COGLAN

STATE OF ILLINOIS the undersigned, a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that JOHN E. COGLAN, JR. and PATRICIA E. COGLAN, his wife

personally known to me to be the same person, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 5th day of MAY A.D. 19 92

OFFICIAL SEAL BRIAN K. FLAHERTY NOTARY PUBLIC STATE OF ILLINOIS

Brian K. Flaherty Notary Public

American National Bank and Trust Company of Chicago Box 221

2101 Central Park, Evanston, IL 60201 For information only insert street address of above described property.

COOK CO. REC. 018 J 3 6 1 3 STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT OF REVENUE 1995.00 REAL ESTATE TRANSACTION TAX 197.50

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