

DEED IN TRUST

UNOFFICIAL COPY

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11200

Rev. 11-74

The above space for recorder's use only

FIRST AMERICAN TITLE INSURANCE # C65288B 19242

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **SPALTER FINANCE CO.** 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 **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 **19TH** day of **JULY** 19 **93**, and known as Trust Number **117213-05**, the following described real estate in the County of **COOK** and State of **Illinois**, to wit:

LOT 4 IN SUBDIVISION OF LOTS 23 TO 31 INCLUSIVE IN SOUTHEAST WHEELER SUBDIVISION OF BLOCK 27 IN D.S. LEE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
TAX NO. 16-12-326-029-0000

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DEPT-01 RECORDING \$23.00
 T0000 TRAN 3799 09/08/93 15:05:00
 29675 * 93-717845
 COOK COUNTY RECORDER

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSACTION TAX ORDINANCE BY PARAGRAPH 2 OF SECTION 200.1-256 OF SAID ORDINANCE.

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, improve and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to said subdivision or part thereof, and to leasehold the 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 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, 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 lease, to contract to lease, or to lease, and upon any terms or for any period or periods of time, not exceeding in the case of any single lease the term of ten 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 or to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract 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, convey or assign any right, title or interest in or about or equipment 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 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 that the application of any purchase money, trust or money borrowed or obtained 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 claiming the Register of Titles of said county relying upon or claiming under any such mortgage, lease or other instrument, as 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, and that such conveyance or other instrument was executed in compliance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (a) that said Trustee or any successor in trust was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument and (d) if the conveyance 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 him 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 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 and said Trust Agreement or any amendment thereto, or for injury to persons 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 option 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 whomsoever 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 in 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereby being to vest in said American National Bank and Trust Company of Chicago the entire legal or 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 qualified, the Register of Titles, is hereby directed not to register or file in the certificate in 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 state laws of the State of Illinois, providing for exemption or homestead from sale or execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set ITS hand and seal this 26TH day of AUGUST 19 93.

SPALTER FINANCE CO. (SEAL)
 BY: Robert D. Gordon, V.P. (SEAL)
 ROBERT D. GORDON, VICE-PRESIDENT

STATE OF ILLINOIS BEVERLY J. CARLSON, a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that ROBERT D. GORDON, VICE-PRESIDENT OF SPALTER FINANCE CO.

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 purposes and to the effect therein set forth, including the release and waiver of the right of homestead.
 GIVEN under my hand and seal this 26TH day of AUGUST 19 93.
 Notary Public

"OFFICIAL SEAL"
BEVERLY J. CARLSON
 Notary Public, State of Illinois
 My Commission Expires June 5, 1997

This space for affixing Riders and Revenue Stamps

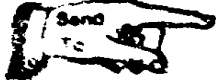
Exempt under provisions of paragraph 5, Section 4 - Real Estate Transfer Tax Act.

DATE BUYER, SELLER OR REPRESENTATIVE

American National Bank and Trust Company of Chicago

2926 W. WARREN BLVD. CHICAGO, ILLINOIS 60618

For information only insert street address of above described property.



Box 221

2926

