

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, **WILLIAM E. YUENGER AND WALLACE HUEBNER, BOTH MARRIED MEN,** 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 heroby duly acknowledged, Convey and Warrant unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the **-14th-** day of **-June-** **10 94**, and known as Trust Number **300009-05**, the following described real estate in the County of **-Cook-** and State of Illinois, to wit:

All of that certain parcel of land situated in the Northwest One Quarter of the Southeast One Quarter of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois, described as follows: Beginning at a point at the intersection of the Southerly Boundary Line of a 100 foot wide strip of right-of-way described by the Chicago Union Transfer Company to the Chicago and Western Indiana Railroad Company by Warranty Deed dated September 30, 1912, and duly recorded in the Recorder's Office of Cook County, Illinois, on October 1, 1912, as Document Number 5054474, in Book Number 12106 of Records, at Page 15, and the East Line of South Keeler Avenue; thence South along the East Line of Keeler Avenue, a distance of 166.76 feet; thence East at right angles to said East Line of Keeler Avenue, a distance of 270 feet; thence North parallel with said East Line of Keeler Avenue, a distance of 80.41 feet; thence Northeastly on a curve (convex to the Northwest) with a radius of 390.54 feet to a point in the South right-of-way of the Chicago Western Indiana Railroad Company above mentioned; thence Southwesterly along said right-of-way for a distance of 444.54 feet to the place of beginning.

PIN: 19-10-408-004-0000

94556153

SUBJECT TO: General taxes for 1993 and subsequent years. Covenants, conditions, restrictions and easements of record.

THIS IS NOT HOMESTEAD PROPERTY

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, lease, 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, in 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 uses, 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 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 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 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 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 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), (c) 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 (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, 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 of Trust Agreement or any amendment thereof, 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 enforced only 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 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 to 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, profits 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 such earnings, profits 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 to issue 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 grantors hereby expressly waive and release 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.

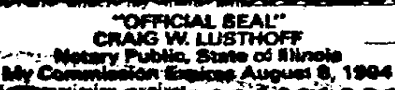
In Witness Whereof, the grantor William E. Yuenger aforesaid has his hereto set their hand and seal this 15th day of June 1994

William E. Yuenger [REAL] Wallace Huebner [REAL]
WILLIAM E. YUENGER [REAL] WALLACE HUEBNER [REAL]

STATE OF ILLINOIS I, the undersigned, a Notary Public in and for said County of COOK do hereby certify that WILLIAM E. YUENGER and WALLACE HUEBNER, are

personally known to me to be the same person S whose name S 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.

seal this 22nd day of June A.D., 1994
Craig W. Lusthoff Notary Public



American National Bank and Trust Company of Chicago
Box 221

5215-5229 South Keeler Avenue
Chicago, Illinois 60632
For information only insert street address of above described property.

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
94556153
CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE
93750
Document Number

7511624 94035033
11/29/94
for file

23.00

UNOFFICIAL COPY

Property of Cook County Clerk's Office

★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★
★ DEPT. OF REVENUE JUN 23 1994 ★
★ 937.50 ★



DEPT-11 \$23.00
T#0013 TRAN 5852 06/24/94 12:40:00
#5310 # CT # 94-556153
COOK COUNTY RECORDER

94556153