

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, ALAN A. LINNERUD, married to Patricia Linnerud, and CALVIN L. LINNERUD, a Bachelor, 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 and Warranty 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 1st day of August 1979, and known as Trust Number 47309, the following described real estate in the County of Cook and State of Illinois, to wit:

LOT 7 IN WEBB'S SUBDIVISION OF LOTS 7 AND 8 IN THE SUPERIOR COURT PARTITION OF BLOCK 2 IN COCHRAN AND OTHERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to general real estate taxes for 1993 and subsequent years.

P. I. No. 17-06-001-039

Property Address: 112 N. Wolcott, Chicago, Illinois 60622

This is not the homestead property of Patricia Linnerud.

This instrument was prepared by Law Offices of Kulas & Kulas 2329 W. Chicago Avenue Chicago, IL 60622-4723

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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 execute, convey, protect and substitute said real estate as any part thereof, in definite parts, streets, alleys or alleys to create and substitute said real estate as often as needed, in order to call, to grant options to purchase, to sell on any terms to money either with or without consideration, to convey said real estate as 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, powers and authorities vested in said Trustee, in trustee, in mortgagee, pledgee or otherwise in said real estate, or any part thereof, from time to time, in connection with the execution of any trust, in and to the said real estate, or any part thereof, for any period or periods of time, not exceeding in the case of any single conveyance the term of 999 years, and to take or cause to be taken any action and for any period or periods of time and to grant, change or modify leases and the terms and conditions thereof at any time or times hereafter, to contract to make leases and to grant options to lease lands and buildings to purchase the whole or any part of the real estate and to contract respecting the management of the same, and to execute and deliver any deed, mortgage, lease or other instrument, or any part thereof, for any real or personal property, to grant powers or charges of any kind, to release, convey or assign any title, 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 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 in 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 here, sold 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, lease, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, relating to said real estate shall be conclusive evidence in favor of every person dealing with the Trustee or any successor in trust, relying upon or claiming under any such instrument, 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 terms, 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, in trust, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage, lease or other instrument and that if the conveyance is made to a successor or successor in trust, that such successor or successor in trust has been properly appointed, and are fully vested with all the title, estate, powers, authorities, duties and obligations of the life of their predecessors in trust.

This indenture is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or assigns in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or it or its or their agents or attorneys may do or omit to do in or about the said real estate or matter, the provisions of this trust or said Trust Agreement or any amendment thereto, or for injury to person or property hereunder in or about said real estate, and all such liability being solely, 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 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 the Trustee shall have no obligation, whether or not stated in such contract, obligation or indebtedness, to indemnify or reimburse the Trustee or any successor in trust for the payment and discharge thereof. All persons and corporations who may have or claim an interest in the said real estate shall be deemed to have accepted 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 parties claiming under them or any of them shall be only in the earnings, rents and proceeds arising from the sale of the other disposition of said real estate, and such interest is hereby designed to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate or any part of it, or any interest in rents, profits and proceeds thereof as aforesaid, the intention thereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title to the same, in and to all of the said real estate described.

If the title to any of the above real estate is now or hereafter established, the Register of Deeds is hereby directed not to register or file in the certificate of title or duplicate thereof, or amend the words in trust, or upon condition or with limitations, or with of similar import, in accordance with the statute in such case made and provided.

And the said grantor(s) 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, prohibiting the extinction or homesteads from rate of execution of mortgages.

In Witness Whereof, the grantor(s) Alan A. Linnerud and Calvin L. Linnerud do hereby certify that they their hands and seals this 18th day of March 1994

STATE OF Illinois, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that Alan A. Linnerud, married to Patricia Linnerud, and Calvin L. Linnerud, a Bachelor,

personally known to me to be the same person(s) whose name(s) they 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 18th day of March 1994

American National Bank and Trust Company of Chicago Box 221

Notary Public Seal: PAUL MILLS, Notary Public, State of Illinois, My Commission Expires 1/15/94

Vertical text on the right side containing recording information: 'This instrument was prepared by Law Offices of Kulas & Kulas... Transaction Tax Ordinance by paragraph (d) of Sec. on 200.1-286 of said Ordinance... Date 3-18-94... Buyer, Seller or Representative Paul Kulas, Attorney'.

Handwritten initials 'PK' at the bottom right.

UNOFFICIAL COPY

DEPT-01 RECORDING
 143333 1601 4378 03/31/94 13152100
 \$1259 + E @ -24-29188\$
 COOK COUNTY RECORDER

ALL INFORMATION CONTAINED
 HEREIN IS UNCLASSIFIED
 DATE 08/01/94 BY 60322 JLS

Property of Cook County Clerk's Office

94251560

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated March 18, 1994 Signature: _____

Grantor or Agent

Subscribed and sworn to before me
by the said agent this 18th
day of March, 1994.

Notary Public _____

OFFICIAL SEAL
ROSEMARY MATKOWSKY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 12/21/94

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated March 18, 1994 Signature: _____

Grantee or Agent

Subscribed and sworn to before me
by the said Agent this 18th
day of March, 1994.

Notary Public _____

OFFICIAL SEAL
ROSEMARY MATKOWSKY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 12/21/94

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

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