

# UNOFFICIAL COPY

95827459

## DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT THE GRANTOR, Abigail Byman, married to Victor Cushing,

her husband of the County of Cook and State of Illinois, for and in

consideration of the sum of Ten 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 N. LaSalle St., Chicago, Illinois, as Trustee under

the provisions of a certain Trust Agreement dated the 3rd day of November, 1995

Number 120998-00 the following described real estate situated in Cook County, Illinois, to wit:

DEPT-01 RECORDING 125.50  
T02222 TRAN 9897 11/30/95 12:39:00  
18630 KB # - 95 - 827459  
COOK COUNTY RECORDER

20048105 (all) 25.50  
MTC  
McAtee

### SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 4933 North Fairfield, Chicago, Illinois

Property Index Number 13-12-412-036 & 13-12-412-027

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor hereby expressly waives and releases 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 aforesaid has hereunto set hand and seal this 29th day of November, 1995

Abigail Byman  
Abigail Byman

(SEAL) Victor Cushing  
Victor Cushing

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STATE OF Illinois } I, the undersigned a Notary Public in and for  
COUNTY OF Cook } said County, in the State aforesaid, do hereby certify Abigail Byman and  
Victor Cushing, her husband personally known to me  
to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that they signed, sealed and delivered of said instrument as a 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 29th day of November, 1995

"OFFICIAL  
LLOYD GUSIS  
Notary Public, State of Illinois  
My Commission Expires 11/30/98

NOTARY PUBLIC

Prepared By: Lloyd E. Gussis, 2524 North Lincoln, Chicago, IL 60614

MAIL TO:

American National Bank and Trust Company of Chicago  
Box 621

Mr. Mark S. Litner, Attorney at Law, 200 N. LaSalle St.  
Suite 2100, Chicago, IL 60601-1095

AMERICAN

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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 redivide 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, 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 futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 100 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 thereunder, (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 its, his 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 if 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, 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 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 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, 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 earnings, avails 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 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 statute in such case made and provided.

REGISTERED

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PARCEL 1:

THE NORTH 40 FEET OF THE SOUTH 340 FEET OF LOT 16 IN BLOCK 3 IN SUBDIVISION OF LOTS 47, 48, 53 AND 54 IN SHACKFORD'S BOWMANVILLE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE NORTH 40 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF LOT 1 IN NIXON AND PRASSAS' SECOND ADDITION TO NEW RAVENSWOOD PARK, BEING A SUBDIVISION OF LOTS 59 AND 60 (EXCEPT THE WEST 169 FEET THEREOF) IN SAM SHACKFORD'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
JAN 18 1959  
RECEIVED  
PROPERTY TAX  
NO. 187775

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