

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Gus Tzotzolis, Married to Joann Tzotzolis of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100's—Dollar (\$10.00—),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveyed and Warranted 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 November, 1994, and known as Trust Number 119033-09, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 3 and 4 in Block 2 of J. P. Clarkson's Subdivision of the East five acres of the South 25 acres of the West half of the North East Quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois.

DEPT-01 RECORDING \$23.00
T57777 TRAN 3075 01/12/95 13:37:00
#0529 + DW * -95-027093
COOK COUNTY RECORDER
95027093

Address of Property: 1266-68 North Wood Street, Chicago, IL. 60622
PIN: Lot 3: 17-06-229-023-0000 and Lot 4: 17-06-229-024-0000

Subject to the following, if any, covenants, conditions and restrictions of record; public and utility easements; roads and highways; and real estate taxes for the year 1994 and subsequent years;

95027093

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, enlarge, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, in full or in part, to convey either with or without reservation, 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 and real estate, or any part thereof, from time to time, in possession or reversion, by lease 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 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, in 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, to release, convey or assign any right, title or interest in or about or easement 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 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 trust, 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 conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 amendments 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 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 whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing of record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them, 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 in 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 a 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 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 his hand and seal this 23rd day of November, 1994

Gus Tzotzolis (Signature)
[SEAL] [SEAL]

STATE OF Illinois, Alexander G. Poulakidas, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Gus Tzotzolis, Married to Joann Tzotzolis

personally known to me to be the same person whose name he subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument as his 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 23rd day of November, A.D., 1994
Alexander G. Poulakidas
Notary Public, State of Illinois
My Commission Expires 2/14/95
Notary Public

Vertical handwritten note: Maria (3) sees MTC 2001989 JH

Vertical handwritten note: 95027091 City stamp affixed to Doc #

Vertical printed note: This space for affixing Riders and Revenue Stamps

Vertical printed note: Document Number

American National Bank and Trust Company of Chicago
Box 221

1266-68 North Wood Street
Chicago, Illinois 60622
For information only insert street address of above described property.

Handwritten initials/signature

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JAN 12 '01
DEPT. OF REVENUE
\$ 57.00

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REAL ESTATE TRANSFER TAX
JAN 12 '01
DEPT. OF REVENUE
\$ 57.00

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