

DEED IN TRUST

UNOFFICIAL COPY

3650643, 00043

Form 191 (Rev. 1-77)

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **ALFRED HYZ, divorced and not remarried** of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **ten and 00/100 (\$10.00)** 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 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **27th** day of **July** 19**87**, and known as Trust Number **103174-02** the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

Lot one hundred forty-eight (148) in Meadow Edge Unit 3 being a subdivision in the South half (1/2) of the Southeast quarter (1/4) of Section 27, Township 42 North Range 10, and the Northeast quarter (1/4) of Section 34, Township 42 North Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on December 16, 1975, as Document Number 2846657, and according to Letter of Correction registered on September 16, 1976 as Document Number 2894446 and commonly known as 108 Alder Court, Rolling Meadows, Illinois 60008.

Prepared by **David H. Locks, 222 West Adams, Chicago, Illinois 60606 312/372-8787**

B70 NO
PN# 02-34-201-022

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, manage, control and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public use, and to execute any subdivision or plat 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, to convey said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to grant to such successor or successors in trust all of the power, authority and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease 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 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 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 conditions thereof at any time or times hereafter, to contract to make lease and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the measure of fitting 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 essential appurtenant to said real estate or any part thereof, and to act with said real estate and every part thereof in all other ways and for such other considerations as it might be lawful for any person owning the same in and to 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, be held liable, based on or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money lawfully 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, and 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 accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and including upon all beneficiaries (hereinafter referred to as "beneficiaries") of 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 (if) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust had been properly appointed and are fully vested with all the trustee's 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 successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment, charge or liability of any kind or type of their assets or attorneys may be or come to do in or about the said real estate or under the provisions of this deed or said Trust Agreement or any amendment thereof, or for injury in 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 beneficiary under said Trust Agreement or their attorney-in-fact, hereby irrevocably assigned 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 the obligation whatever with respect to such contract, obligation or indebtedness except only as 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, administrators and assignees shall be deemed to have notice of this condition from the date of the filing 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 attention being directed to that 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 reallocated, the Registrar of Titles is hereby directed not to register or file in the certificate of title or duplicate or memorial, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with or 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 articles of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid **Alfred HYZ** hereunto set **his** hand and seal this **27th** day of **July** 19**87**.
Alfred HYZ [SEAL]
 [SEAL]
 [SEAL]

STATE OF **Illinois** } I, **David H. Locks**, a Notary Public in and for said
 COUNTY OF **Cook** } County, in the State aforesaid, do hereby certify that
Alfred HYZ, divorced and not remarried

personally known to me to be the same person whose name is **Alfred HYZ** 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 uses and purposes therein set forth, including the release and waiver of the right of homestead.
 My commission expires **11/22/87**

OFFICIAL SEAL
David H. Locks
 Notary Public
 seal this **27th** day of **July** A.D. 19 **87**
DHL
 Notary Public

Exempt under Real Estate Transfer Tax for Sec. 4
 Par. C & Cook County Ord. 95104 Per. E
 Date: 7/11/87
 S: SM. D. D. M.

Document Number
3650643

American National Bank and Trust Company of Chicago
 Box 221
108 Alder Court, Rolling Meadows Illinois 60008
 For information only insert street address of above described property.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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1359154

SEP 11 PM 12:03
HARRY E. JOHNSON
CLERK OF THE CLERK
BY [Signature]

3650643

Age of Grantor [Signature]
Address _____
Husband _____
Wife _____
Submitted by _____
Address _____
Deliver New cert. to _____
Remainder to _____
Site Card _____
CHARGE # 113
DABID LOCKS
222 W. Adams
Suite 603
Chgo 60606