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DEED IN TRUST

UNOFFICIAL COPY

Form 191 Rev. 11-77

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, S, JAMES R. BUCKLEY and MARY ANN BUCKLEY, husband and wife, 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 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 20th day of November 1987, and known as Trust Number 104081-02

the following described real estate in the County of Cook and State of Illinois, to wit:

Lot One (1), Lot Two (2) and the North 2-1/2 feet of Lot Three (3), in Block Thirty Six (36), in Edison Park, in Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 09-36-332-015. *also F.A.O.*

Street Address: 6410 North Olympia Avenue, Chicago, Illinois 60631.

Except under provisions of Paragraph E, Section 4, of the Illinois Transfer Tax Act.

12-23-87

Terry Gawryk, Attorney at Law

(This document was prepared by: Terry Gawryk, Attorney at Law, 4964 North Milwaukee Avenue, Chicago, Illinois 60630.)

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 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 substitute said real estate 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 life, estate, powers and authorities vested in said Trustee, to donate, to dedicate, in 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 covenants in gross or in fee 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 premises and to contract regarding the manner of letting the amount of present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant an annuity or charge 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 to 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 State) 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 instrument 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 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 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 or said 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 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 purpose, or, at the election of the Trustee, in his 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the recording 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 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 a 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.

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, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S... aforesaid by VE hereunto set their hand S... and

seal S... this 1st day of December 1987

James R. Buckley (SEAL) *Mary Ann Buckley* (SEAL)
James R. Buckley Mary Ann Buckley (SEAL)

STATE OF Illinois } I, Terry R. Gawryk, a Notary Public in and for said
COUNTY OF Cook } ss. County, in the State aforesaid, do hereby certify that James R. Buckley
and Mary Ann Buckley, husband and wife, are

personally known to me to be the same person S... whose names are... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have 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, and notarial seal this 1st day of December A.D., 1987



Terry R. Gawryk
Notary Public

7148908 JF HAYHEAD

3576658

This space for affixing Riders and Revenue Stamps

Document Number

MAIL TO: American National Bank and Trust Company of Chicago
Box 224
TERRY GAWRYK
4964 N. Milwaukee Chgo, Ill.

6410 N. Olympia Ave., Chicago, IL 60631
For information only insert street address of above described property.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

42676658

Handwritten signature

Deed

67676658

PROPERTY OF COOK COUNTY CLERK'S OFFICE

DEC 23 PM 3:14

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APR 0

Handwritten signature

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