

UNOFFICIAL COPY

3723208

The above space for recorder (use only)

THIS INDENTURE WITNESSETH THAT THE GRANTOR, **ANDREW R. McLAUGHLIN & MARIE M. McLAUGHLIN, his wife**, of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and 00/100** 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 OF LANSING**, a national banking association whose address is **3115 Ridge Road, Lansing, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **11th** day of **March**, **19 88**, and known as Trust Number **2040-766** the following described real estate, situated in **Cook** County, Illinois, to wit:

**LOT NINETEEN (19)
LOT TWENTY (20)**

In Block One (1), in **FIRST ADDITION TO RIVER VIEW MANOR**, being a Subdivision of that part of the East Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of Fractional Section 29, Town 56 North, Range 15, East of the Third Principal Meridian, lying North of the South 28.6724 acres thereof (except the North 323.0 feet of the East 323.0 feet thereof).

17427 Berhadine Lansing, Ill. 60438

PROPERTY MAP # 111-46878

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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, 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 any 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, to lease, to contract to lease, to purchase or to purchase 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 199 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 to purchase the whole or any part of 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 to 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 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 any part thereof shall be conveyed, contracted to be sold, leased or mortgaged to said Trustee or any successor in trust, be obliged to pay to the application of any purchase money, rent or money borrowed or advanced or said real estate, or be obliged to see that the terms of this Trust Agreement are complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or prevented to sign any part of the terms of said Trust Agreement, or any 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 law of any person, including the Registrar of Titles of said county, relying upon or claiming under any such conveyance, lease or other instrument, as to the time of the death of the Trustee created by this Indenture and by said Trust Agreement, was in full force and effect, that said conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments thereto, and binding upon all beneficiaries thereunder, so that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument; and so 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 the Trust in their possession or control.

This conveyance is made upon the express understanding and condition that neither American National Bank of Lansing, 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 thereto, or for injury to person or property happening in or about said real estate, any and all such liability being herein 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 at any time 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 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 whomsoever 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 of Lansing 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.

And the said grantor 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 or execution or otherwise.

IN WITNESS WHEREOF the grantors, **ANDREW R. McLAUGHLIN** and **MARIE M. McLAUGHLIN**, do hereby set their hands and seals, the day and date first above written, to-wit: **24** day of **June**, **19 88**.

(SEAL) **X Marie M - McLaughlin** (SEAL)
(SEAL) **X Andrew R McLaughlin** (SEAL)

STATE OF **ILLINOIS**)
COUNTY OF **Cook**)
and **ANDREW R. McLAUGHLIN**, **222 Cumberland**,
Notary Public in and for said County, of the State aforesaid do hereby certify that **MARIE M. McLAUGHLIN**

personally known to me to be the same person as whose names **are** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they** 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 **24** day of **June**, **19 88**

This instrument prepared by **John F. Sager, Atty. @ Law** **Diane Winterhoff** Notary Public

My Commission Expires: **3344 Ridge Road, Lansing, IL 60438**
312-895-9511

" OFFICIAL SEAL "
DIANE WINTERHOFF
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/19/91

American National Bank
of Lansing
312-895-9511

FORM 420 BANKFORMS INC

EXEMPT UNDER PROVISIONS OF PARAGRAPH SECTION 4, REAL ESTATE TRANSFER TAX ACT.
DATE BUYER, SELLER OR REPRESENTATIVE
6-24-88

3723208
submit this instrument to the recorder for filing

Document Number

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Property of Cook County Clerk's Office

10/18/01
SUPERVISOR

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*✓ Justin Sawyer
3344 Ridge Rd.
Lemont, Ill.
60438*