

IDENTIFIED
No.
COOK COUNTY RECORDER
CAROL ROSELEY BRAUN
ALTO OHIO

CAROL ROSELEY BRAUN
RECORDER OF DEEDS

633 DEC 14 AM 10:33

COOK COUNTY RECORDER

12-14-89

RESULT OF SEARCH:
NONE

INTENDED GRANTEE OR ASSIGNEE:
American Nat'l Bk & Tr Co 109921109

8847260

752170

12-14-89

RESULT OF SEARCH:
NONE

PRESENT PARTIES IN INTEREST:
Nicholas W. Ferris
Sally P. Ferris

DATE OF SEARCH:

148304

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

DEED IN TRUST

UNOFFICIAL COPY

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Nicholas W. Ferlis and Sally P. Ferlis, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars 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 November 1989, and known as Trust Number 109901-09, the following described real estate in the County of Cook and State of Illinois, to wit:

Lot Thirty-Six (36) In Charlemagne Unit One, being a Subdivision in Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 6, 1966, as Document Number 2269961.

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 as any part thereof, to dedicate, dedicate streets, highways or alleys to create any subdivision or part thereof, and to subdivide said real estate as often as desired in contrast 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 person or persons in trust and to grant to such successor or successors in trust all of the same powers and authorities vested in said Trustee, to demise, 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 in common or in future, and from any term, and any period or periods of time, but reserving in the case of any single demise 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, in interest in such lease, 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 means of fixing the amount of present or future rent, in possession 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 relegate, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, or 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 mortgage, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Subdivision and by said Trust Agreement was in full force and effect, (b) that such mortgage 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 thereof, (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 counterparty is made to a successor or successor in trust, that such successor or successor in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This conveyance is made upon the express understandings 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 in 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 persons 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 trustee, or Trustee or as express trust and not individually (and the Trustee shall incur 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 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 the earnings, profits and proceeds thereof or interest in the income therefrom being in trust in said American National Bank and Trust Company of Chicago (the trustee) as an equitable title in fee simple, in and in 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 issue to the certificate of title or duplicate thereof, or memorial of the same "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

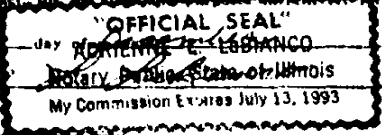
And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all Statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 14th day of December 1989. Nicholas W. Ferlis (REAL) Sally P. Ferlis (REAL)

STATE OF Illinois } ss. I, a Notary Public in and for said County of Cook County, in the State aforesaid, do hereby certify that Nicholas W. Ferlis and Sally P. Ferlis, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 under my hand and seal this 1st day of December 1989. My Commission Expires July 13, 1993. Notary Public



0924182

This transaction is exempt pursuant to Section 4, Paragraph 2 of the Real Estate Transfer Act.

This space for affixing Riders and Revenue Stamps

Document Number

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1418304
3847260
IN DUPLICATE

Age of Co. 39
Address 3847260
Husband 3847260
Wife
Submitter
Address 3847260
Delivered to 3847260
Remainder to
Signature 3847260
M. G. F. OROZCO

ATTORNEYS' TITLE
GUARANTEE FUND, INC.
29 S. LA SALLE ST. 15TH FL.
CHICAGO, IL 60603