

191 Rev. 11-71

The above space for recorder's use only.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, William Jennings, Sr., a widower of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/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 AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 39 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of March 19 91, and known as Trust Number 113626-05, the following described real estate in the County of and State of Illinois, to wit:

LOT THIRTEEN (EXCEPT THE EAST FIFTY (50) FEET THEREOF)--(13) IN CARL G. NEMETH'S RESUBDIVISION OF LOTS 1 TO 8 BOTH INCLUSIVE OF CARL G. NEMETH'S RESUBDIVISION OF THE SOUTH HALF (1/2) OF THAT PART OF THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40 RODS THEREOF (EXCEPT THE EAST 990 FEET THEREOF; AND EXCEPT THAT PART TAKEN FOR EAST RIVER ROAD), ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 14, 1956, AS DOCUMENT NUMBER 1669737.

12-11-312-030

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 invest, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or rights to streets and subdivisions of part thereof, and to reconvey said real estate as often as desired, to contract to sell, to grant options to purchase or to sell on such terms, to convey either with or without participation, to convey said real estate or any part thereof to a successor or successors in trust and to execute all instruments in trust for all the said real estate or any part thereof, from time to time, in possession or reversion, to be held in common or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single conveyance 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 partition or make leases and to grant options to lease and options to purchase the whole or any part of the real estate and to contract respecting the manner of selling the amount of present or future rents, 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, transfer or assign any right, title or interest in or about or connected with said real estate or any part thereof and to do every act therein in all other ways and for such other considerations as it would be lawful for any person owning the same at the time 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 hereinafter set forth, or be obliged to inquire into the validity, necessity or expediency of any act of said Trustee, or any successor in trust, or be obliged to see to the fulfillment 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 Cook County, relying upon or claiming under any such mortgage, lease or other instrument, (a) that at the time of the delivery thereof the Trustee was acting in accordance with the trusts, powers and limitations contained in this Indenture and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, powers and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, and any binding upon all beneficiaries hereunder, (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 the, 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 assigns in trust shall incur any personal liability or be subjected to any claim, judgment or charge for anything in or done by or for their estate or assigns or may do or omit to do in or about the said real estate or under the provisions of this Indenture, or of any Trust Agreement or any amendment, mortgage, or for injury to person or property happening in or about said real estate, any and all such liability being expressly waived and released. Any personal 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 surviving trustee, said Trust Agreement as their alter ego, but hereby irrevocably assigned for such purpose, or, at the direction of the Trustee, in its own name, or through an attorney-in-fact, 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 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, 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 or to any part thereof, but only an interest in certain, estate and proceeds therefrom in proportion to the share of each and 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. 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 file any 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, releases and conveys, and 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, aforesaid has hereunto set his hand and seal, this 26th day of March, 19 91.

WILLIAM JENNINGS, SR. (REAL)
WILLIAM JENNINGS, SR. (REAL)

STATE OF ILLINOIS, I, JOHN C. JAHLING, a Notary Public in and for said County of COOK, do hereby certify that WILLIAM JENNINGS, SR. a widower

personally known to me to be the same person, whose name is 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 homestead.

JOHN C. JAHLING, Notary Public, State of Illinois, My Commission Expires 5/8/93

3951098

Exempt under provisions of paragraph 5, Section 4, Real Estate Transfer Tax Act. 3/26/91 DATE BUYER/SELLER OR REPRESENTATIVE

UNOFFICIAL COPY

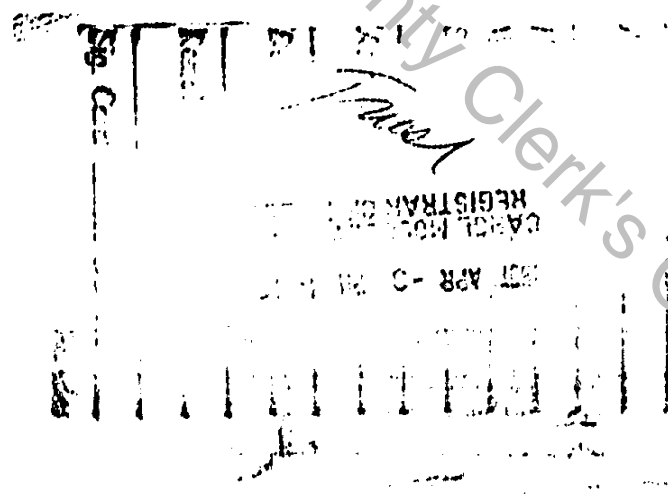
800 333

1790 20 0000

8150 10 0000

Property of Cook County Clerk's Office

*Robert D. Cullen
205 W. Roosevelt St.
Chicago, IL 60604*



3954098

3954098

3954098

9/01/03