

UNOFFICIAL COPY

COOK COUNTY ILLINOIS

DEED IN TRUST NOV 13 1974 3 33 PM 22 911 901 22911901

Form 359

Quit Claim

The above space for recorder's use only

6251136-612

THIS INDENTURE WITNESSETH, That the Grantor **JEROME N. ARENDT**, a bachelor

of the County of Cook and State of Illinois for and in consideration of Ten (\$10.00) Dollars and other good and valuable considerations in hand paid, Conveys and Quit Claims unto the CHICAGO TITLE AND TRUST COMPANY a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 13th day of September 1974, known as Trust Number 65030 the following described real estate in the County of Cook and State of Illinois, to-wit

SEE ATTACHMENT

"Exempt of Payment of Paragraph 2, Section 4, Real Estate Tax of District"

Date of 13th September 1974
Buyer, Seller or Representative

5.00

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises or any part thereof to a 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 property, or any part thereof, to lease said property, or any part thereof from time to time in possession or reversion, by leases to commence in the present or 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 provisions thereof at any time or times hereafter, to collect rents, 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 respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property of 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 easement appurtenant to said premises or any part thereof, and to deal with said property 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, wholly or partially or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 indenture and by said trust agreement was in full force and effect, (b) 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 some amendment thereof and binding upon all beneficiaries hereunder, (c) that said trustee 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 have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trustee and their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be solely in the earnings, avails and proceeds arising from the sale or 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, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or not to issue a 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 and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Jerome N. Arendt his hand and seal this 13th day of September, 1974

Jerome N. Arendt (Seal) _____ (Seal)

(Seal) _____ (Seal)

State of Illinois ss _____ a Notary Public in and for said County, in the County of Cook do hereby certify that Jerome N. Arendt, a bachelor

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 the right of homestead.

THIS INSTRUMENT WAS PREPARED BY
Robert E. Deignan
700 Prudential Plaza
Chicago, Illinois 60607

Gives under my hand and notarial seal this 17 day of October, 1974

Notary Public

Chicago Title and Trust Co.
Box 533

Address of Property & Grantee
For information only insert street address of above described property.

Unit 5108, 175 E. Delaware
Chicago, Illinois

This space for affixing Hiers and Revenue Stamps

NO TAXABLE CONSIDERATION

22 911 901

Document Number

UNOFFICIAL COPY

ATTACHMENT

Unit No. 06270 as delineated on survey of the following described parcels of real estate (hereinafter referred to collectively as "Parcel")

Parts of the land, property and space below, at and above the surface of the earth, located within the boundaries projected vertically upward and downward from the surface of the earth, of a parcel of land comprised of Lot 17 (except the east 16 feet thereof) and all of Lots 18 to 28 inclusive, in Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in Canal Trustees' Subdivision of the South Fractional Quarter of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, the Lots 1 to 4 inclusive, in County Clerk's Division of the West 300 feet of that part of Lots 16, 17, 18 and 19 of Block 14 lying east of the Lincoln Park Boulevard in the Canal Trustees' Subdivision of the South Fractional Quarter of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, conveyed by Deed dated July 27, 1973 and recorded in the Office of the Recorder of Deeds of Cook County Illinois on July 30, 1973 as Document No. 22418957, from John Hancock Mutual Life Insurance Company, a Massachusetts corporation, to LaSalle National Bank, a national banking association, not individually, but as Trustee under a Trust Agreement dated February 15, 1973 and known as Trust No. 45430,

which survey (hereinafter called "Survey") is attached as Exhibit "A" to the Declaration of Condominium Ownership, Easements, Restrictions, Covenants and By-Laws for 175 East Delaware Place, Chicago, Illinois (hereinafter called "Declaration"), made by Grantor, and recorded on August 10, 1973, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22434263 together with an undivided 0.06270 percent interest in the Parcel (excepting from the Parcel all of the property and space comprising all Units as defined and set forth in the Declaration and Survey).

Grantor also hereby grants to Grantee, his successors and assigns, all rights and easements appurtenant to the real estate hereby conveyed, including all rights and easements for the benefit of said real estate set forth in the following:

- (a) The Declaration
- (b) The Survey
- (c) The Deed (hereinafter called "Deed") from John Hancock Mutual Life Insurance Company, a Massachusetts corporation, to Grantor recorded on July 30, 1973, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22418957
- (d) The Operating Agreement (hereinafter called "Operating Agreement") between John Hancock Mutual Life Insurance Company and The 175 East Delaware Place Homeowners Association, a not-for-profit corporation, recorded on August 10, 1973 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22434264
- (e) Declaration of Zoning Restrictions recorded on July 30, 1973, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22418956

This conveyance is expressly made subject to the following:

1. General real estate taxes for 1974 and subsequent years
2. Zoning and building laws or ordinances
3. The Condominium Property Act of Illinois
4. The terms, provisions, restrictions, easements, covenants and obligations contained in the Declaration, the Operating Agreement, the Deed and the Declaration of Zoning Restrictions
5. The lien of additional taxes which may be assessed for 1974 by reason of the construction of new or additional improvements during that year and extended for collection on the 1975 or subsequent Collector's warrants

22 911 901

END OF RECORDED DOCUMENT