

UNOFFICIAL COPY

22 159 368

This Indenture Witnesseth, That the Grantor

EDWARD F. O'CONNELL, A BACHELOR

of the County of Cook and the State of Illinois for and in consideration of Ten and no/100 (\$10.00) * * * * * Dollars, and other good and valuable consideration in hand paid, Convey S. and Warrant S. unto LA SALLE NATIONAL BANK, a national banking association, of Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 26th day of November 19 68 known as Trust Number 38774, the following described real estate in the County of Cook

and State of Illinois, to-wit: Unit Number 1-D as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lots 5, 6, 7 and 8 (except the West 14 feet of said Lots) in Block 17; also that land lying East of and adjoining said Lots 5 to 8 and lying West of the West boundary line of Lincoln Park as shown on the plat of the Commissioners of Lincoln Park as filed for record in the Office of Deeds of Cook County, Illinois on July 16, 1931 as Document Number 10,938,695, all in Cochran's Second Addition to Edgewater being a Subdivision in the East fractional 1/2 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank, as Trustee, under Trust Number 32721, recorded in the Office of the Recorder of Cook County, Illinois as Document Number 19,736,534; together with an undivided .4822% interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and survey).

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 present or in future, and upon any terms and for any period or periods of time, now existing in the case of any single demise or 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 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, or 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 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, 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 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. 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 trust conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binds upon all beneficiaries thereunder, (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 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.

The interest of each and every beneficiary hereunder 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 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 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 cases 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 aforesaid has hereunto set his hand and seal this 13th day of December 1972

(SEAL) Edward F. O'Connell (SEAL)

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DEC 15 PM 3:00 *Samuel R. Amato*

RECORD OF DEEDS
STATE OF ILLINOIS
FILED FOR RECORD

STATE OF ILLINOIS
COUNTY OF COOK

SS. DEC-15-72 549527 22159365 A Rec
I, Samuel R. Amato

5.00

a Notary Public in and for said County, in the State aforesaid, do hereby certify
that EDWARD F. O'CONNELL, 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.

GIVEN under my hand and Notarial seal this
13th day of December A. D. 19 72
Samuel R. Amato
Notary Public.



CASH 016
CC 102 016
043766



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEC 15 1972
PS-106871

22159365

500 WILL CALL



Deed in Trust
WARRANTY DEED

ADDRESS OF PROPERTY

TO

LaSalle NATIONAL BANK
TRUSTEE

88720

