

UNOFFICIAL COPY

64-43-501 (3)

23 449 801

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QUIT CLAIM DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors RONALD DRELL and MAX I. EPSTEIN 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 & Quit Claim unto The Mid-City National Bank of Chicago, a National Banking Association, whose address is 801 West Madison Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 9th day of March, 1976, and known as Trust Number 1189, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED

RIDER

That part of Block 8 (except the North 20 feet thereof) in Superior Court Commissioner's Subdivision of the West half of the North West quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian which lies West and North of the following described line:
Beginning at the point of intersection of the South line of said Block 8 with the center line of a brick wall, which point is 213.71 feet West of the South East corner of said Block, and running thence Northwardly along said center line of wall, which center line is parallel to the East line of said Block, a distance of 20.13 feet to the North face of a brick wall; thence Eastwardly along said North face of wall a distance of 18.47 feet to the West face of a brick wall at a point thereon which is 20 feet North of said South Block line, thence Northwardly along said West face of wall a distance of 273.80 feet to an angle in said wall which is 195.58 feet West of said East Block line; thence North Eastwardly along the North Westerly face of said wall a distance of 52.69 feet to another angle in said wall, which is 179.00 feet West of said East Block line and 65.76 feet South of the South line of said North 20 feet of Block 8, thence North Eastwardly along the North Westerly face of said wall a distance of 21.52 feet to another angle in said wall, which is 167.07 feet West of said East Block line and 47.83 feet South of the South line of said North 20 feet, thence North Eastwardly along the North Westerly face of said wall a distance of 20.92 feet to another angle in said wall, which is 153.68 feet West of said East Block line and 31.73 feet South of the South line of said North 20 feet; thence North Eastwardly along the North Westerly face of said wall a distance of 27.78 feet to another angle in said wall, which is 132.31 feet West of said East Block line and 13.94 feet South of the South line of said North 20 feet; thence North Eastwardly along the North Westerly line of said wall and along the same extended a distance of 26.56 feet to a point on said South line of said North 20 feet of said Block 8 which is 109.68 feet West of said East line of Block 8.

ALSO

That part of the East half of Lowe Avenue (now vacated) lying West of and adjoining the West line of Block 8 (except the North 20 feet of said Block) in the Superior Court Commissioners Subdivision of the West half of the North West quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian lying between the South line of the North 20 feet of said Block 8 extended East and West and North of the South of Block 8 aforesaid, extended East and West, extended East and West, excepting therefrom that part described as follows;

Beginning on the center line of said vacated Lowe Avenue at a point 20 feet South of the North line of Block 8 produced West; thence South on said center line 11 feet 4 1/2 inches; thence North East 18 feet 10 inches to a point on a line 20 feet South of the North line of Block 8 produced West; thence West 15 feet to the point of beginning.

Also

That part of the East 14 feet of the West 33 feet of said vacated Lowe Avenue being 388 feet on the West line and 398 feet 7 1/2 inches on the East line lying North of the North line of West 41st Street in the North West quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian and being marked "D" on the plat attached to and made a part of the warranty deed recorded April 25, 1918 as document 6311433 all in Cook County, Illinois. ***

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Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

Exempt under provisions of Paragraph e, Section 2001.240 or under provisions of Paragraph e, Section 2001.4B of the Chicago Transfer Tax Ordinance.

SUBJECT TO

The premises do not constitute the homestead of the Grantors.

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 parts, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 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 mortgage, pledge or otherwise encumber said real estate, or any part thereof, in the present or in future, and upon any terms and for any period or periods of time, not exceeding 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, in possession or reversion, by leases to commence in the present or in future, and to renew or extend leases upon any terms and for any period or periods of time, to contract to make leases and to grant options to lease and options to renew or extend leases upon any terms and for any period or periods of time, to release, convey or assign any right, title or interest in or about or encumbrance appertaining 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 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 that the terms of this trust have been complied with, or be obliged to inquire into the validity, 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 conveyance, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate 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 any amendments thereto, if any, and binding upon all beneficiaries thereunder, (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 any 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 or in trust.

This conveyance is made upon the express understanding and condition that neither The Mid-City National Bank of Chicago, in its capacity 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 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 amendments thereto, or for injury to person or property happening in or about said real estate any 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 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 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 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 in 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 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.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor, S, 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, S, aforesaid, has hereunto set their hand and seal this 9th day of March 1976.

Kanechill (SEAL) Max I. Epstein (SEAL)
(SEAL) (SEAL)

State of Illinois ss. 1, the undersigned a Notary Public in and for said County,
County of Cook in the state aforesaid, do hereby certify that RONALD DRELL and
MAX I. EPSTEIN

This instrument was drafted by John M. Finnegan personally known to me to be the same person, S, whose name S are
Two Mid-City Plaza 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
Chicago, Illinois 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 3rd day of March 1976
Thomas J. Clark
Notary Public

THE MID-CITY NATIONAL BANK
OF CHICAGO
801 WEST MADISON ST., CHICAGO, ILL. 60607
OR
BOX 752 (COOK COUNTY)

630 W. 41st St., Chicago, Ill. 60609

For information only insert property address.

BOX ~~500~~
752

This space for advising Rides and Revenue Stamp

23 449 831

Grantee's Address:

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THE MID-CITY NATIONAL BANK
BOX 750

COOK COUNTY RECORDS
FILED FOR RECORD
APR 13 '76 12 34 PM

RECORDED BY [Signature]

*23449801

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT