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COOK COUNTY, ILLINOIS
FILED FOR RECORD

23 507. 090

Walter F. Johnson
Recorder of Deeds
Cook County, Illinois

QUIT CLAIM DEED IN TRUST

Rev.
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The above space for recorder's use only

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THIS INDENTURE WITNESSETH, That the Grantor, MARIE WILMSEN, A WIDOW
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 Quit Claim unto DEVERLY BANK, a banking corporation duly organized and existing under the laws of the
State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the
provisions of a certain Trust Agreement, dated the 19th day of March, 1976, and known as
Trust Number 8-5344, the following described real estate in the County of Cook and State of
Illinois, to-wit:

See Rider Attached hereto

Unit(s) 415 in The Park of River Oaks Condominium
No. 2, as delineated on survey of Lots 5 and 6 or parts thereof in River Oaks
West Unit No. 1, being a subdivision of part of the Northwest 1/4 of Section 24
and that part of Lot 1 lying North of the Little Calumet River in the Subdivision
of the Southwest 1/4 of Section 24 all in Township 36 North, Range 14 East
of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to
as Parcel), which survey is attached as Exhibit "A" to Declaration of Condominium
Ownership made by American National Bank and Trust Company of Chicago, as Trustee
under Trust Agreement dated December 21, 1964 and known as Trust No. 21073, recorded
in the Office of the Recorder of Deeds of Cook County, Illinois as Document No.
22831375, as amended from time to time, together with the percentage(s) of the
Common Elements appurtenant to said Unit(s) as set forth in said Condominium Declara-
tion, which percentage(s) shall automatically change in accordance with amendments
to said Condominium Declaration as same are filed of record, and together with
additional Common Elements as such amendments to the Condominium Declaration are
filed of record, in the percentages set forth in such amendments, which percentages
in such additional Common Elements shall automatically be deemed to be conveyed
effective on the recording of each such amendment as though conveyed hereby.

The lien of this mortgage on the Common Elements shall be automatically released as
to the percentage of the Common Elements shifted from said Unit Ownership(s) as set
forth in amendments to the aforementioned Condominium Declaration filed of record in
accordance with the terms thereof and the lien of this mortgage shall automatically
attach to additional Common Elements as such amendments are filed of record, in the
percentages set forth in such amendments, which percentages are hereby conveyed
effective on the recording of such amendments as though conveyed hereby.

Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and
easements appurtenant to the above-described real estate, the rights and easements
for the benefit of said property set forth in the aforementioned Condominium Declara-
tion, as amended, and in the Declarations recorded as Document Nos. 21712318 and
21712320, and as shown on the Plat recorded as Document No. 21704184.

This mortgage is subject to all rights, easements, restrictions, conditions, coven-
ants and reservations contained in said Declarations, as amended, the same as though
the provisions thereof were recited and stipulated at length herein.

deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said
property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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Recorder's Office

UNOFFICIAL COPY

Property Of

SUBJECT TO

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 parks, streets, highways and alleys and to vacate any subdivision or part thereof, and to redivide 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 powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge 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 to commence in present or in 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 contract 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 real estate and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or other rights of any kind, to release, convey or assign any right, title or interest in or about or appurtenant 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 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 have been complied with, or be obliged to lend to the authority, necessity or expediency of any act of said Trustee, or be obliged or compelled 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, (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 all 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 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 condition that neither Beverly Bank, individually or 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 in or done by it 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 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 the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee 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 entered into 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, 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 is hereby declared to be personal property, and no beneficiary hereunder shall have any title of interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and the intention hereof being to vest in said Beverly Bank the entire legal and equitable title in the premises, 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 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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or to swear therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of this trust.

And the said grantor, hereby expressly waives and releases, in any and all right of benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal, this 24th day of March, 1976.

[SEAL] Marie Wilmsen [SEAL]
Marie Wilmsen

[SEAL] [SEAL]

State of Illinois)
County of Cook) SS. I, the undersigned a Notary Public in and for said County, in the state aforesaid, do hereby certify that

MARIE WILMSEN, A WIDOW
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 she signed, sealed and delivered the said instrument as her 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 15th day of April, 1976
Patricia A. Ralphson
Notary Public

Grantees add: 1357 W. 103rd St., Chicago, Beverly Bank, 400 Park Ave., Calumet City, Il.

Box No. 90 For information only insert street address of above described property.

This instrument prepared by Patricia A. Ralphson, Beverly Bank, 1357 W. 103rd St., Chicago, Il.

BOX 533

END OF RECORDED DOCUMENT

This space for affixing Hitters and Revenue Stamps

NO TAXABLE CONSIDERATION

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph E, Section 4, of the Real Estate Transfer Tax Act.

Sail Register 6-3-76

Document Number

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10.00