

# UNOFFICIAL COPY

23 595 052

11<sup>00</sup>

QUIT CLAIM DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Frances McCants, 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 S  
and Quit Claim S unto FORD CITY 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 13th day of May, 1976, and known as  
Trust Number 1337, the following described real estate in the County of Cook and State of  
Illinois, to-wit:

PARCEL I

Unit Number 1-C, together with a perpetual and exclusive  
use of parking space and storage area designated as 1-CGS,  
as delineated on a Survey of a parcel of real property located  
in Section 23, Township 37 North, Range 12, East of the Third  
Principal Meridian, as more fully described and shown on the  
Plat attached as Exhibit "A" to the Declaration establishing a  
plan of Condominium Ownership recorded in the Office of the  
Recorder of Deeds of Cook County, Illinois, as Document Number  
22,647,270 on March 7, 1974, as amended by Document Number  
22,735,943, recorded on June 3, 1974, in the Office of the  
Recorder of Deeds of Cook County, Illinois, as amended by Docu-  
ment Number 22,897,894, recorded on November 4, 1974, and as  
amended by Document Number 23,003,640, recorded on February 21,  
1975, and as amended by Document Number 23,169,040 recorded on  
July 30, 1975 and as amended by Document Number 23,335,404 recorded  
on December 24, 1975, in the Office of the Recorder of Deeds  
of Cook County, Illinois, together with an undivided .3656  
in said parcel (excepting from said parcel all property and  
space comprising all the Units thereon as defined and set forth  
in said Declaration and Survey).

This Deed is subject to all rights, easements, restrictions,  
conditions, covenants and reservations contained in said  
Declaration as if they were recited and stipulated at length  
herein, and the Deed is conveyed on the conditional limitation  
that the percentages of ownership of said Grantees in the Common  
Elements shall be divested pro tanto and vest in the Grantees of  
the other Units in accordance with the terms of said Declaration  
and any amended Declarations recorded pursuant thereto; and the  
right of revocation is also hereby reserved to the Grantor herein  
to accomplish this result. The acceptance of this conveyance by  
the Grantees shall be deemed an agreement within the contemplation  
of the Condominium Property Act of the State of Illinois to a  
shifting of the Common Elements pursuant to said Declaration and  
to all the other terms of said Declaration which is hereby incor-  
porated herein by reference thereto, and to all the terms of each  
Amended Declaration recorded pursuant thereto.

This Deed is further conveyed on the express covenant and restric-  
tion that no resident owner of a unit within the development may  
own and offer for rent more than three Units contained in the  
building in which he resides, and that no non-resident owner  
of a Unit may rent any Unit other than the one which he owns.  
Any lease for a Unit valid under the above criteria shall remain  
valid for its term if the condition of tenancy of the owner shall  
involuntarily change during such term. A "Unit" shall mean a  
single residence intended for the use of one family. A violation  
of said covenant or restriction shall not cause a reverter. The  
covenant or restriction herein contained shall, however, run with  
the land and shall be enforceable by the corporate authorities of  
the City of Palos Hills.

750 59 Unit 2 Ex 2 of 2 cell.

23 595 052

Property of Cook

See Rider attached

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 reutilize 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 appurtenances in said Trustee, in 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 demise 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 reversion and to contract respecting the manner of paying 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 charges of any kind, to release, cover or sign any right, title or interest in or about or adjacent 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.

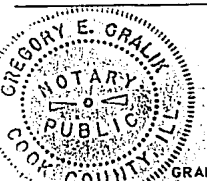
In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, to whom said real estate or any part thereof shall be conveyed, contacted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or permitted 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 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 thereof, 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, priorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither said Trustee, individually or as Trustee, nor its successors 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 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 three beneficiaries under said Trust Agreement as their attorneys-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 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 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, the intention hereof being to vest in said Trustee the entire legal and equitable title in fee simple, 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 any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust. And the said grantee 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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor, S hereunto set her hand and seal this 8th day of May 1976. [SEAL] Frances McCants [SEAL]

State of Illinois ) I, Gregory E. Gralik a Notary Public in and for said County, in County of Cook ) SS. the state aforesaid, do hereby certify that Frances McCants, a widow,



personally known to me to be the same person, whose name is she 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 8th day of July 1976. [Signature] Notary Public

MAIL TO: Ford City Bank  
7601 South Cicero Avenue  
Chicago, Illinois 60652

11101 S. Cottonwood Dr., Palos Hills, Ill.  
For information only insert street address of above described property.

This instrument prepared by Gregory E. Gralik

8220 Pulberry  
Palos Hills, Ill.

This space for affixing Riders and Revenue Stamps  
THIS DEED EXEMPT FROM ILLINOIS REAL ESTATE  
TRANSFER TAX ACT, UNDER PARAGRAPH "E"  
8/14/76  
Kearney-McCants

Document Number

123 595 052

Box 15

UNOFFICIAL COPY

*William F. Shaw*  
RECORDED FOR FILE

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
AUG 12 '76 12 35 PM

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT