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ELP.B
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641-52-843

DEED IN TRUST

23 618 219

Unit C

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **RUTH G. LEVY**, a widow and not remarried of the County of **Lake** 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 Warrant unto **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association whose address is **33 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **19th** day of **August**, **1976**, and known as Trust Number **39244**

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the following described real estate in the County of **Cook** and State of **Illinois**, to wit: **SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF**

Subject to general real estate taxes for the year 1976 and subsequent years; mortgage to Prudential Insurance Company of America, recorded as Document 18321276; easement for public utility purposes, recorded as document 14833641; easement for public utility purposes, recorded as document 14833640; covenants, conditions and restrictions contained in documents 9546753, 9546754 and 9553861. Neither grantee, its successors nor assigns, shall submit the real estate described on attached schedule Illinois Condominium Property for advertise nor commence to sell the real estate as condominium units prior to the third anniversary of the date of this deed, provided, however, that the foregoing restriction shall become null and void on said third anniversary of the date of this deed and the foregoing restriction shall not apply if title to the real estate is obtained by, through or from any commercial bank, savings and loan association, mutual bank, insurance company, mortgage banker or other institutional lender as a result of foreclosure proceedings or a deed in lieu of foreclosure.

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 impose, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide 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 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 leases 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 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 charges 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 that the terms of this indenture 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 privileged to inquire into any of the terms of said Trust Agreement and every deed, 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 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, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, 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 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 a condition thereof, 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 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 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 whatsoever 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, annuities and dividends 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 earnings, annuities and dividends thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago 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 the said Grantor hereby expressly waive and release and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set her hand and seal this 30th day of August, 1976

[SEAL] *Ruth G. Levy* [SEAL]
RUTH G. LEVY [SEAL]

STATE OF **ILLINOIS** ss. **Marcia Goldblatt**, a Notary Public in and for said County of **COOK**, County, in the State aforesaid, do hereby certify that **RUTH G. LEVY**, a widow and not remarried,

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 seal this 30th day of August, A.D., 1976
Marcia Goldblatt
Notary Public

My commission expires February 21, 1979

THIS INSTRUMENT WAS PREPARED BY
Myron Lieberman
of LIEBERMAN, LEVY, BARON & STONE LTD.
150 N. WACKER DR., CHICAGO, ILL. 60606

This space for affixing Riders and Revenue Stamps
Exempt under provisions of Paragraph 4, Section 4,
Real Estate Transfer Tax Act, Illinois, Section 4,
8-30-76
S. Michael Park
Buyer. Sell.
Date

Document Number
23 618 219

American National Bank and Trust Company of Chicago
3130 Lake Shore Drive, 3101 North Sheridan Road, 3121 North Sheridan Road, Chicago, Illinois
For information only insert street address of above described property.

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SCHEDULE A TO DEED IN TRUST FROM RUTH G. LEVY, A WIDOW AND NOT REMARRIED,
TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER
TRUST AGREEMENT DATED AUGUST 19, 1976 AND KNOWN AS TRUST NO. 39244

PARCEL I:

That part of the fractional half of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, and accretions thereto in the City of Chicago, bounded and described as follows: Commencing at a point where the North line of Barry Avenue intersects the East line of Sheridan Road, as widened running thence North along the East line of Sheridan Road as widened, 151.06 feet; thence running East at 90 degrees to the East line of Sheridan Road, as widened, 98.37 feet; thence running Southerly 151.68 feet to a point in the North line of Barry Avenue which is 100 feet East of the East line of Sheridan Road, as widened; thence running West along the North line of Barry Avenue 100 feet to the place of beginning;

ALSO

That part of the East fractional half of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, and accretions thereto in the City of Chicago, bounded and described as follows: Commencing at a point in the East line of Sheridan Road, as widened 151.06 feet North of the North line of Barry Avenue; thence North along the East line of Sheridan Road, as widened to the South line of Briar Place; thence running East on the South line of Briar Place, 87 feet; thence running South on a line drawn parallel with said East line of Sheridan Road, as widened to a point in a line drawn parallel with and 158 feet North of the North line of Barry Avenue; thence running East on a line drawn parallel with and 158 feet North of the North line of Barry Avenue, a distance of 11.30 feet; thence running Southerly in a straight line 6.33 feet, more or less, to a point 98.37 feet East of the East line of Sheridan Road as widened in a line drawn at right angles to the East line of Sheridan Road, as widened, from a point in said East line 151.06 feet North of the North line of Barry Avenue; thence running West 98.37 feet to the place of beginning, in Cook County, Illinois.

ALSO

PARCEL II:

That part of the North East fractional quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the South line of Briar Place, being a line 522.5 feet South of and parallel to the North line of said quarter Section, which is 150 feet West of the West boundary line of Lincoln Park, as established by a decree of court entered in Case General 256866 in the Circuit Court of Cook County, Illinois, on October 31, 1904 and as shown on the plat of survey by Frederick Greeley and recorded in the Recorder's Office of Cook County, Illinois aforesaid, on March 1, 1912 as document Number 4920777, said point being also 174 feet East of the East line of Sheridan Road, as widened; thence South along a line parallel to the East line of Sheridan Road, as widened, a distance of 157.75 feet, more or less, to a line 150 feet North of and parallel to the North line of Barry Avenue; thence West along said parallel line 87 feet; thence North along a line parallel to the East line of Sheridan Road, as widened, a distance of 157.75 feet, more or less, to the South line of Briar Place; thence East along the South line of Briar Place, a distance of 87 feet to the place of beginning, in Cook County, Illinois.

(Continued)

Mail to



CHICAGO TITLE & TRUST CO.

Name: 111 W. WASHINGTON ST.
CHICAGO 2, ILL.
Address: ESCROW # 3274
City: ATTN.

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PARCEL III:

That part of the East fractional half of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, and the accretions thereto in the City of Chicago, lying South of the South line of Briar Place, North of the North line of Barry Avenue, East of the East line of Sheridan Road, as widened and West of the West line of Lincoln Park, as shown on the plat of survey of Frederick Greeley showing the Western boundary of Lincoln Park, as established in Circuit Court Case 256886 recorded March 1, 1912 as document Number 420777, described as follows: Commencing at a point in the South line of Briar Place, 150 feet West of said West line of Lincoln Park, which point is also 174 feet East of the East line of Sheridan Road, as widened; thence South along a line parallel to the East line of Sheridan Road as widened, a distance of 157.75 feet, more or less, to a line 158 feet North of and parallel to the North line of Barry Avenue; thence East along a line 158 feet North of and parallel to the North line of Barry Avenue to said West line of Lincoln Park; thence North Westerly along said West line of Lincoln Park, to a point in the South line of Briar Place; thence Westerly along the South line of Briar Place to the Place of Beginning, all in Cook County, Illinois.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
AUG 31 '76 12 30 PM

William H. Wilson
RECORDER OF DEEDS
*23618219

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT