

UNOFFICIAL COPY

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This Indenture Witnesseth, That the Grantor s, JOHN H. EYERLY and ANN F. EYERLY, his wife

of the County of COOK and the State of ILLINOIS for and in consideration of TEN & 00/100 (\$10.00) Dollars,

and other good and valuable consideration in hand paid, Convey and Warrant unto LASALLE NATIONAL BANK, a national banking association, of 135 South La Salle Street, Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 7th day of September 1976 known as Trust Number 51374 the following described real estate in the County of COOK and State of Illinois

SEE LEGAL DESCRIPTION ON REVERSE SIDE HEREOF

Property of Cook County Clerk

COOK CO. NO. 015
23016
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
\$ 5 6. 00

10.00

Permanent Real Estate Index No. 05-19-314-072-1017

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, 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 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 encumbrance 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 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 provided 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, and 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 (as 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, 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, and in compliance therewith and binding upon all beneficiaries thereunder, (2) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (3) that the conveyance made by 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, rents and proceeds arising from the same or other dispositions of said real estate, and each interest is hereby declared to be a personal property and to be subject to attachment, sale, judgment, lien or other interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, rents and proceeds thereof as at aforesaid.

If the title to any of the above lands is or hereafter is required, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or parchment, the words "in part" or "upon condition," or "with limitations," or words of similar import, in accordance with the nature of such lands made and provided.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the redemption of mortgages from sale on execution or otherwise.

In Witness Whereof, the grantors, of personal and legal capacity, have hereunto set their hands and seals this

8th day of September 1976.

John H. Eyerly

Ann F. Eyerly

Prepared by William M. Redinger
950 West Washington St.
Chicago, Ill 60607

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STATE OF ILLINOIS
COUNTY OF COOK SS. Ruth G. Wright,

Notary Public in and for said County, in the State aforesaid, do hereby certify that
JOHN H. EYERLY and ANN F. EYERLY, his wife

personally known to me to be the same person S whose name S are
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 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 September A.D. 1976

Ruth G. Wright

MY COMMISSION EXPIRES
APRIL 2, 1977

Notary Public.

**PARCEL 1: Unit No. 1714E as delineated on the survey of the following described parcel
of real estate (hereinafter referred to as "Parcel") :

That part of Lot 1 in Plat or consolidation of parts of Lots 4 and 5 in Happ's
Subdivision of the South part of the South West 1/4 of Section 19, Township 42
North, Range 13 East of the Third Principal Meridian; together with all of Lots 3
and 5 in Siebel's Resubdivision or part of Lot 3 in said Happ's Subdivision and
Lot 10 in Schmid's Subdivision of part of Lot 2 in said Happ's Subdivision,
described as follows:

Beginning at a point of intersection of a south line of said Lot 1, as said line is
extended West, and a line 49.50 feet Easterly of and parallel with the Westerly line
of said Lot 1; thence East along said extension of a South line of Lot 1, a distance
of 235.66 feet; thence Southeasterly parallel with the Westerly line of said Lot 1,
a distance of 109.40 feet; thence West along a line 106.13 feet South of and
parallel with said extension of a South line of said Lot 1, 235.60 feet; thence
Northwesterly along a line 49.50 feet Easterly of and parallel with the Westerly line
of said Lot 1, 109.41 feet to the place of beginning; which said survey is attached
as Exhibit "A" to a certain Declaration of Condominium Ownership made by the Amalgamated
Trust & Savings Bank, as Trustee under Trust Agreement dated September 28, 1970 and known
as Trust Number 2185, and recorded in the office of the Recorder of Deeds of Cook County,
Illinois as Document No. 22851935, together with an undivided 4.17 per cent interest in
said parcel (excepting from said parcel all the property and space comprising all the
units thereon as defined and set forth in said Declaration of Condominium Ownership
and Survey).

PARCEL 11: Easement for Ingress and Egress for the benefit of Parcel 1 as set forth
in the Declaration of Easement recorded January 21, 1974 as Document No. 22609984 made
by Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated
September 28, 1970 and known as Trust Number 2185 and as created in Deed from
Amalgamated Trust & Savings Bank, as Trustee under Trust Agreement dated September 28, 1970
and known as Trust Number 2185, to John H. Eyerly and Ann F. Eyerly dated July 17, 1975 and
recorded July 17, 1975 as Document No. 23153558 over and across those parts of Lot
described in said declaration, except those parts of Lot 1 falling in Lots 3 and 5 in
Seibel's Resubdivision, aforesaid, in Cook County, Illinois.**

23 654 268

Mail to:
BOX 350

Deed in Trust
COOK COUNTY DEED
FILED FOR RECORD
SEP 26 2 02 PM
ADDRESS OF PROPERTY
ILLINOIS

TO
LaSalle National Bank
TRUSTEE

RECORDER OF DEEDS
*23654268
807700
Anthony R. Wilson

END OF RECORDED DOCUMENT