

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
WARRANTY DEED IN RECORDER RECORD

*William H. Carlson*  
RECORDER OF DEEDS

JUL 1 1976 12 46 PM

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F220 8-75

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor **JAMES A. CARLSON and LYNNE L. CARLSON,** married to each other,

of the County of **Cook** and State of **Illinois** for and in consideration of **Ten and no/100 (\$10.00)** Dollars, and other good and valuable considerations in hand paid. Conveys and warrants unto the **PIONEER BANK & TRUST COMPANY,** a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the **27th** day of **August**, 19 **76**, known as Trust Number **20039**, the following described real estate in the County of **Cook** and State of Illinois, to-wit:

SEE ATTACHED RIDER.

Unit No. 12-C as delineated on survey of the following described parcel of real estate, (hereinafter referred to as "Development Parcel"):

Lots 1, 2, 3, 4 and 5, (except the West 14 feet of said lots), in block 16; also all that land lying East of and adjoining said lots 1, 2, 3, 4 and 5 and lying Westerly of the West boundary line of Lincoln Park as shown on the plat by the Commissioners of Lincoln Park as filed for record in Recorder's Office of Deeds of Cook County, Illinois, on July 16, 1931 as Document Number 10,938,695, all in Cochran's Second Addition to Edgewater, being a subdivision in the East fractional 1/2 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by Central National Bank in Chicago, as Trustee, under Trust Number 15485, recorded in the Office of the Recorder of Cook County, Illinois, as Document Number 21, 426,211; together with an undivided .2056% interest in said Development Parcel, (excepting from said Development Parcel all the property and space comprising all the Units defined and set forth in said Declaration and Survey).

SUBJECT TO THE FOLLOWING, IF ANY:

Covenants, conditions and restrictions of record, terms, provisions, covenants, and conditions, of the Declaration of Condominium and all amendments thereto; private, public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; and roads and highways; encroachments; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; general taxes for the year 1975/1976 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1976; installments due after August 16, 1976 of assessments established pursuant to the Declaration of Condominium.

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Grantee's Address: 4000 West North Avenue, Chicago, Illinois 60639

TO HAVE AND TO HOLD the said premises 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 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 futuro, 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 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 easement 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 to 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 borrowed, 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, (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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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 it, his or their predecessor or predecessors.

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, avails and proceeds arising from the sale or 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.

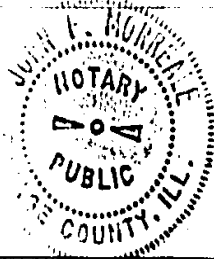
If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor S hereby expressly waives S and releases S 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S also said have hereunto set their hand and seal this 28 day of August 19 76

JAMES A. CARLSON (Seal) LYNNE L. CARLSON (Seal)  
(Seal) (Seal)

State of Illinois ) JOHN F. MORREALE ) a Notary Public in and for said County, in  
County of DuPage ) SS the state aforesaid, do hereby certify that JAMES A. CARLSON and LYNNE L. CARLSON, married to each other,



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 28 day of August 19 76

John F. Morreale  
Notary Public

Pioneer Bank & Trust Company

Box 22

Unit 12-C, 6033 North Sheridan, Chicago  
For information only insert street address of above described property.

23 665 403  
FILING RIDERS AND REVENUE STAMPS

and Number  
23 665  
10.00

END OF RECORDED DOCUMENT