

PROPERTY OF

DEED IN TRUST

ILLINOIS RECORD

23 906 696

APR 29 1 00 PM '77

RECORDER OF DEEDS

*23906696

The above space for recorder's use only

THIS INSTRUMENT WITNESSETH, That the Grantor
 MARION KANE, a Widow, residing in Oak Park, Illinois
 of the County of Cook and State of Illinois for and in consideration
 of DOLLARS and NO/100 (\$10.00) Dollars, and other good
 and valuable considerations, I have paid, Conveyed and the Quit Claims unto the
 FIRST BANK OF OAK PARK, an Illinois Corporation, its successor or
 successors, as Trustee under the provisions of a trust agreement dated the
 May 72, known as Trust Number 9647 4th day of
 described real estate in the County of Cook and State of Illinois, to-wit:

10.00

Unit T- 20 in Colony Country Condominium Homes No. 2 as delineated on survey of a part of Lot 2 in Old Orchard Country Club Subdivision, being a Subdivision of part of the Northwest 1/4 of Section 27 and part of the East 1/2 of the Northeast 1/4 of Section 28, both in Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois according to the Plat thereof recorded May 9, 1972 as Document No. 21895678 in Cook County, Illinois, 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 No. 76535 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 2352609, together with a percentage of the Common Elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

This deed is given on the conditional limitation that the percentage of ownership of said Grantors 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 right of revocation is 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 incorporated herein by reference thereto, and to all the terms of each Amended Declaration pursuant thereto.

Grantor hereby grants to Grantee, 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 Declaration of Condominium and in the Declaration of Easements, Covenants and Restrictions filed in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22507684, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declarations for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declarations the same as though the provisions of said Declarations were recited and stipulated at length herein.

RECORDER'S OFFICE
23 906 696

UNOFFICIAL COPY

Property of Cook County

TO HAVE AND TO HOLD the said premises with the appurtenances upon the 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 redivide 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 lease, to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease a 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 lease 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 premises 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 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 having 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 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, and 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, and that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, yet that said trustee was fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that if the conveyance is made to a successor or successors in trust, duties and obligations of said trustee shall be deemed to have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of said trustee or 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, assets 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, assets and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter recorded, the Registrar of Titles is hereby directed not to register, to 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 waives S. and releases S. 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 homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 6th day of December 1976.

Marion Kane (Seal)
(Signature) (Seal)

This document was prepared by Julius Groner, attorney at law, with office at 10 S. LaSalle Street, Chicago, Illinois 60603

State of Illinois } ss. Donna M. Kerins, a Notary Public in and for said County, in County of Cook } the state aforesaid, do hereby certify that, Marion Kane, 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 22nd day of April 1977.

(Signature)
Notary Public

FIRST BANK OF OAK PARK
BOX 47

Grantor's Address:
First Bank of Oak Park
11 Madison Street
Oak Park, Illinois 60302

For information only insert street address of above described property.

FBOP-TR2

Exempt of the Property
Dated this 22nd day of April, A.D. 1977
Agenda number per county clerk for such this

NO TAXABLE CONVEYANCE

Document Number 23 906 696

END OF RECORDED DOCUMENT