

UNOFFICIAL COPY

23 916 386

This Indenture Witnesseth, That the Grantor

KATHLEEN M. HOLLOWAY, a Spinster

of the County of Cook and the State of Illinois for and in consideration of TEN AND 00/100ths (\$10.00) Dollars, and other good and valuable consideration in hand paid, Convey WITH Quitclaims unto AVENUE BANK & TRUST COMPANY OF OAK PARK, a state banking corporation of 104 North Oak Park Avenue, Oak Park, Illinois, its successor or successors, as Trustee under the provisions of a trust agreement dated the 14th day of November, 1961 known as Trust Number 191, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED AND EXPRESSLY MADE A PART HEREOF

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THIS INSTRUMENT WAS PREPARED BY
HERRICK, W. NEILL, McELROY & PEREGRINE
105 W. MADISON
CHICAGO, ILLINOIS 60602

*Stamp of the former dea
New volume stamps placed
in book under Section 11 b of Illinois Stamp Manifest
John W. Walker*

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, any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and upon 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 or 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 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, (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 was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (c) that 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.

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.

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S/M

Property of Cook County

Unit 1113 in Harbor Drive Condominium, as delineated on the survey plat of that certain parcel of real estate (hereinafter called "parcel") of Lots 1 and 2 in Block 2 in Harbor Point Unit No. 1, being a subdivision of part of the lands lying east of and adjoining that part of the Southwest fractional quarter of fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian included within Fort Dearborn Addition to Chicago, being the whole of the Southwest fractional Quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with all of the land, property, and space occupied by those parts of bell, caisson, caisson cap, and column lots 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, M-LA, and MA-LA, or parts thereof, as said lots are depicted, enumerated, and defined on said Plat of Harbor Point Unit No. 1, falling within the boundaries, projected vertically upward and downward of said Lot 1 in Block 2 aforesaid, and lying above the upper surface of the land, property, and space to be dedicated and conveyed to the City of Chicago for utility purposes, which survey is attached to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants, and Bylaws for the 155 Harbor Drive Condominium Association made by Chicago Title and Trust Company as Trustee under Trust No. 58912, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22935653 (said Declaration having been amended by First Amendment thereto recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22935654 and as amended from time to time); together with an undivided .11989 % interest in said parcel (excepting from said parcel all of the property and space comprising all of the units thereof as defined and set forth in said Declaration, as amended as aforesaid, and survey).

23 916 386

Grantor also hereby grants to grantees, their 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 recorded as Document 22935653 and as amended by Document 22935654 and in the Plat of Harbor Point Unit No. 1 Subdivision recorded as Document 22935649 and in the Declaration of Covenants, Conditions, Restrictions and Easements for the Harbor Point Property Owners' Association recorded as Document 22935651 and as amended by Document 22935652 and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declarations and Plat 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 and Plat the same as though the provisions of said Declaration and Plat were recited and stipulated at length herein.

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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 cases made and provided.

And the said grantor hereby expressly waive S and release 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 7th day of April 1977.

(SEAL) _____

Kathleen M. Holloway (SEAL)
Kathleen M. Holloway

STATE OF Illinois }
 } ss.
COUNTY OF Cook }

I, _____ the undersigned,

Notary Public in and for said County, in the State aforesaid, do hereby certify that KATHLEEN M. HOLLOWAY, a Spinster

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 29th day of April A.D. 1977

John W. [Signature]
Notary Public.

RECORDED IN ILLINOIS
PUBLIC RECORD
MAY 6 12 54 PM '77

COOK COUNTY, ILLINOIS
CLERK OF DEEDS
*23916386

BOX NO. _____

BOX 539

Deed in Trust

ADDRESS OF PROPERTY

AVENUE BANK & TRUST COMPANY
OF OAK PARK
104 N. Oak Park Avenue
Oak Park, Illinois 60301

FORM 8871 BANKERS, INC.

END OF RECORDED DOCUMENT