

# UNOFFICIAL COPY

## DEED IN TRUST

23 997 770

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Sharon Strobo, a spinster of the County of Cook 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 acknowledged, Convey...  
 and <sup>Quit Claims</sup> ~~WARRANT~~ into 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 1st day of July 1976, and known as Trust Number 39096, the following described real estate in the County of Cook and State of Illinois, to wit:  
 See legal description rider attached hereto.

THIS DEED IS RECORDED TO CORRECT ERROR IN LEGAL DESCRIPTION OF PREVIOUSLY RECORDED DEED BEARING EVEN DATE.

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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to traffic and subdivision or part thereof, and to reconstitute 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 covenants, to convey said real estate or any part thereof to a successor or successors in trust and to grant in 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 lease 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 conditions 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 real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to re-convey or assign any right, title or interest in or about or connected with 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 said title is 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 trust 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, trust 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 (hereinafter), (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 all of the consequences in made to a successor or successor 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 condition that neither American National Bank and Trust Company of Chicago, Inc. shall 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 it or they do or their agents or attorneys may do or omit to do in or about said real estate or under the provisions of this Deed or said Trust Agreement or any amendment 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 beneficiary 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, profits and proceeds 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, profits and proceeds 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 waives and releases any 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 13th day of July, 1976.

*Sharon Strobo*  
Sharon Strobo

STATE OF Illinois, I, Jack E. Charron, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Sharon Strobo

personally known to me to be the same person, whose name she subscribed to the foregoing instrument, appeared before me this 13th day of July, 1976, 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 homestead.

GIVEN under my hand and seal this 30th day of June, A.D., 1977.

*Jack E. Charron*  
Notary Public

American National Bank and Trust Company of Chicago  
 Box 221  
 1747 Crystal Lane, Mt. Prospect, Ill.  
 For information only insert street address of above described property.

65-45-94

11<sup>00</sup>

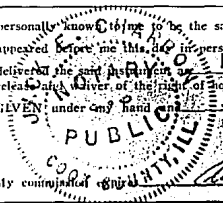
Prepared by: Carl E. Charron, 30 South Dearborn Street, Chicago, Illinois 60604

This space for affixing Riders and Revenue Stamps

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

*Jack E. Charron*  
Buyer, Seller or Representative

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## LEGAL DESCRIPTION

That part of Lot 1 in Crystal Towers Condominium Development, being a consolidation of Lot "A" and outlot "B" of Tally Ho Apartments, a development of part of the northeast quarter of the northeast quarter of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Lot 1 aforesaid; thence North  $62^{\circ} 45' 17''$  West along the Northeasterly line of said Lot 1 for a distance of 550.00 feet; thence South  $27^{\circ} 14' 43''$  West (at right angles thereto) 412.14 feet to the point of beginning of the land being herein described; thence North  $90^{\circ} 00' 00''$  West 188.24 feet to a point on the West line of Lot 1 aforesaid 300.00 feet North of the Southwest corner of said lot; thence South  $00^{\circ} 00' 00''$  East along said West line 300.00 feet to the Southwest corner of Lot 1 aforesaid; thence North  $89^{\circ} 22' 27''$  East along the South line of Lot 1 aforesaid for a distance of 410.00 feet; thence North  $00^{\circ} 37' 33''$  West 182.38 feet; thence North  $62^{\circ} 45' 17''$  West 247.16 feet to the point of beginning, in Cook County, Illinois.

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END OF RECORDED DOCUMENT