

DEED IN TRUST

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, that the Grantor

Frances McCants, a widow,

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 MARQUETTE NATIONAL BANK, a National Banking Association of Chicago, Illinois, as Trustee under the provisions of a trust agreement dated the 8th day of September 1975, known as Trust Number 6956, the following described real estate in the County of Cook and State of Illinois, to-wit:



666082

PARCEL A

Document 298, together with a perpetual and exclusive use of parking space and storage area designated as 27-1-25 as delineated on a Survey of a parcel of real property located in Section 23, Township 17 North, Range 12, East of the Third Principal Meridian, as more fully described and shown on the Plat attached as Exhibit "A" to the Declaration establishing a plan of Condominium Ownership recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 22,847,269 on March 7, 1974, as amended by Document Number 22,735,823, recorded on June 3, 1974, in the Office of the Recorder of Deeds of Cook County, Illinois, as amended by Document Number 22,827,624, recorded on November 4, 1974, and as amended by Document Number 23,033,640, recorded on February 21, 1975, and as amended by Document Number 23,159,040 recorded on July 30, 1975, in the Office of the Recorder of Deeds of Cook County, Illinois, together with a parcel of Common Elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentages shall automatically change in accordance with Amended 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.

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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 and in the Declaration and Grant of Easement recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22,647,269, and Grantor reserves to itself, its successors and assigns, the rights and easement set forth in said Declaration and Grant of Easement for the benefit of the remaining property described in said Condominium Declaration.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration as if they were recited and stipulated at length herein, and the Deed is conveyed on the conditional limitation that the percentages of ownership of said Grantees 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 the right of revocation is also hereby reserved to the Grant herein to accomplish this result. The acceptance of this conveyance by the Grantee 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 recorded pursuant thereto.

This Deed is further conveyed on the express covenant and restriction that no resident owner of a unit within the development may own and offer for rent more than three Units contained in the building in which he resides, and that no non resident owner of a Unit may rent any Unit other than the one which he owns. An lease for a Unit valid under the above criteria shall remain valid for its term if the condition of tenancy of the owner shall involuntarily change during such term. A "Unit" shall mean a single residence intended for the use of one family. A violation of said covenant or restriction shall not cause a reverter. The covenant or restriction herein contained shall, however, run with the land and shall be enforceable by the corporate authorities of the City of Palos Hills.

UNOFFICIAL COPY

Property of

THIS INSTRUMENT WAS PREPARED BY

Robert J. Wesley Jr.
63rd & Western Ave
Chicago Illinois 60636

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 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 of 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 future, 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 assist 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 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, 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 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, profits 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, profits 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 hereby expressly waives, releases, surrenders, and relinquishes any and all rights or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale or otherwise.

In Witness Whereof, the Grantor Robert J. Wesley Jr. hereunto set her hand and seal this 18th day of September 1975

(Seal) Frances McCants (Seal)
(Seal) _____ (Seal)

State of Illinois ss: I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Frances McCants



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 _____ sbe 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 23rd day of September 1975

Gregory E. Gralik
Notary Public

Marquette National Bank
6316 S. Western Ave.
Chicago, Ill. 60636
Box 600

11220 Cottonwood Drive, Palos Hills, Ill.
For information only insert street address of above described property.

Section 4,
Buyer, Seller or Representative
Date 9/21/75
Exempt under provisions of Paragraph
Real Estate Transfer Tax Act

1975

END OF RECORDED DOCUMENT