

DEED IN TRUST

23 344 511

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, RUTH G. LEVY, a widow not remarried, 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 duly acknowledged, Conveys, Quitclaims and Warrants unto 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 5th day of September, 1975, and known as Trust Number 25031, the following described real estate in the County of Cook and State of Illinois, to wit:

See Legal Description Attached Hereto.

1100

NO TAXABLE CONSIDERATION

DAVID W. SCHOENBERG
Via LIEBERMAN, LEVY, BARON & STONE, LTD
150 N. WICKER
CHgo, IL 60606

Mail to:

64-20-31:5766909 folio 13

Exempt pursuant to section 4(e).

Schoenberg 12/15-75

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 vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, in contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate 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 privileges 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 leases 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 demise the term of 199 years, and to renew or extend leases upon any terms and for any period or periods of time, and to grant options to lease and options to purchase the whole or any part of the reversion and to contract reserving 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 lease, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and in deed 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 entered in 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 in connection with 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 that the terms of this deed or said Trust Agreement are 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 thereunder, (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 (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 rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in any claim, judgment or decree for anything in or about its or their acts or omissions, 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 then beneficiaries 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 certain 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 whomsoever 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 subject 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 to 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 15th day of December, 1975.

Ruth G. Levy
Ruth G. Levy

STATE OF ILLINOIS, the undersigned, a Notary Public in and for said County of COOK, do hereby certify that Ruth G. Levy, a widow not remarried

personally known to me to be the same person as the name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she signed, sealed and delivered the said instrument as the free, lawful 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 Notary seal this 15th day of December, A.D. 1975. Notary Public

My commission expires February 29, 1979

American National Bank and Trust Company of Chicago
Box 221
Unit 20 E, 1501 N. State Parkway
Chicago, Illinois
For information only insert street address of above described property.

THIS INSTRUMENT WAS PREPARED BY and Revenue Stamp

David W. Schoenberg
of LIEBERMAN, LEVY, BARON & STONE LTD
150 N. WICKER DR., CHICAGO, ILL. 60606

23 344 511

UNOFFICIAL COPY

COOK COUNTY
FILED FOR

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

Unit No. 20 E in Warwick Apartments Condominium,
as delineated on survey of the following described
parcel of real estate (hereinafter referred
to as "Parcel"):

Lots 23, 24, 25, 26, 27, and the South 6 1/2
feet of Lot 28 in Block 2 in the Catholic Bishop
of Chicago's Lake Shore Drive addition to
Chicago in the North Fractional half of Section
3, Township 29 North, Range 14 East of the
Third Principal Meridian, in Cook County, Illi-
nois, which survey is attached as Exhibit "A"
to declaration made by Chicago Title and Trust
Company, a corporation of Illinois, as Trustee
under Trust Agreement dated August 4, 1975,
and known as Trust Number 1066550 and recorded
in the Office of the Recorder of Deeds of Cook
County, Illinois, as Document No. 23238931,
as amended by Document No. 23288161; together
with an undivided 2.6620 per cent interest in
said Parcel (excepting from said Parcel all
the property and space comprising all the units
as defined and set forth in said declaration
and survey) all in Cook County, Illinois.

END OF RECORDED DOCUMENT

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