

# UNOFFICIAL COPY

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George W. Thomas, Esq.  
7366 N. Lincoln Avenue  
Lincolnwood, Illinois 60646

This document prepared by:

## WARRANTY DEED IN TRUST



The above space for recorder's use only.

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THIS INDENTURE WITNESSETH, That the Grantor **Marvin Silverman & Joy A. Silverman**, his wife

of the County of **Cook** and State of **Illinois** for and in consideration

of **One Hundred Seventeen Thousand (117,000.00)** Dollars, and other good

and valuable considerations in hand paid, Convey and warrant unto

**The First National Bank of Lake Forest**, a banking corporation of the United States of America, and qualified to accept and execute trusts under the laws of Illinois, as Trustee under the provisions of a trust agreement dated the **27th** day of **April** 19**78**, known as Trust Number **5685**, the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

See Schedule "A" Attached

ST. CL. 018  
5 0 1 4 4



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUN-678  
DEPT. OF REVENUE  
117.00

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE JUN-678  
170.00  
P.B. 11191

170 25

TO HAVE AND TO HOLD the said premises with the appurtenances upon the same 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 lease, sell, convey, mortgage, pledge, or otherwise encumber said premises or any part thereof, 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 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 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 using 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 part 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 thereto and upon all beneficiaries thereunder, (c) that said trustee 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 must have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, 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.

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 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 waive and release 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 **Marvin Silverman** and **Joy A. Silverman** hereunto set hand and seal this **15th** day of **May**, 19**78**.  
(SEAL) **Marvin Silverman** (SEAL)  
(SEAL) **Joy A. Silverman** (SEAL)

State of **Illinois** ss. **GEORGE W. THOMAS** a Notary Public in and for said County, in  
County of **Cook** do hereby certify that **MARVIN SILVERMAN AND JOY A. SILVERMAN, his wife**

personally known to me to be the same person **5** whose name **5** ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **THEY** signed, sealed and delivered the said instrument as **THEIR** 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 **15th** day of **May**, 19**78**.

**George W. Thomas**  
Notary Public  
My Commission Expires **Sept. 27, 1981**

REV. 9/15/69

Mailed To:  
Trust Department  
First National Bank of Lake Forest  
P.O. Box 391  
Lake Forest, Illinois

**BOX 333**  
1325 N. STATE Parkway  
For information only insert street address of above described property. **Always**

This space for affixing (stamps and revenue stamps)

Document Number

## SCHEDULE "A"

Unit No. 4-B, as delineated upon survey of Lots 4, 5, 6, and 7 in Block 4 in H. O. Stone's Subdivision of Astor's addition to Chicago in Section 3, Township 39 North, Range 14 East of the third principal meridian in Cook County, Illinois, which survey is attached as Exhibit "A" to declaration of condominium ownership made by Amalgamated Trust and Savings Bank, as trustee under trust agreement dated June 15, 1977 and known as trust no. 1325, recorded in the office of the Recorder of Deeds of Cook County, Illinois as document no. 24,132,176 together with an undivided 1.014 per cent interest in the property described in said declaration of condominium (excepting the units as defined and set forth in the said declaration of condominium and survey) in Cook County, Illinois.

### SUBJECT TO:

1. General real estate taxes for 1977 and subsequent years:
2. Easement recorded April 27, 1974 as Document No. 19192163 in favor of Commonwealth Edison Company for electrical facilities, including one vault structure, affecting the south 24 feet of the north 62 feet of the west 6.5 feet of the property. (The vault appears to extend an unspecified distance north of the north line of the easement area granted):
3. Rights of Commonwealth Edison Company to maintain their underground cable along the west line of the property:
4. Rights of Illinois Bell Telephone Company to maintain their coaxial cable under the southeast portion of the Property:
5. Lease and license agreement, dated September 2, 1975, and recorded November 30, 1975 as Document No. 72206281 by and between Romanek-Golub & Company and Hughes Enterprises, Inc., for the laundry room for a term expiring November 30, 1981 (affecting a common element only):
6. Unrecorded lease dated June 29, 1977, with Ruth Shapiro doing business as Kane's, for a portion of the first floor of the building located on the Property, for a term expiring July 30, 1978 (affecting a common element only):
7. Unrecorded lease dated October 16, 1975, with Ambassador East Hotel, for the southeast portion of the basement of the building located on the Property on a month-to-month basis (affecting a common element only):
8. Taxes for the year 1971, subject to proceedings in Case No. 72 CH 1919:

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*William F. Schen*  
RECORDED/2018

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COOK COUNTY ILLINOIS  
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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT