

48401-7  
DEED IN TRUST

24 528 213

12.00

Quit Claim

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Judith A. Pinka, a spinster of the County of Cook and State of Illinois, for and in consideration of the sum of TEN Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Quit Claim unto WHEELING TRUST AND SAVINGS BANK, a banking corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of June 19 78, and known as Trust Number 78-266, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Legal Description Attached Hereto

This Document Prepared by: William D. Trude, 5455 W. Belmont, Chicago, Illinois  
SUBJECT TO

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 and to vacate any addition or part thereof, and to resubdivide 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 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 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 leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in any case the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, 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 doing 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 release, convey or assign any right, title or interest in or about or easement appurtenant to 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 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, 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 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 fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Wheeling Trust and Savings Bank individually 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 or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, 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 all in the name of the Trustee as aforesaid, the intention hereof being to vest in said Trustee, 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 hereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing or record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them in any of them shall be only in the earnings, avails 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Trustee and Savings Bank 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 aforesaid has hereunto set her hand and seal this 5th day of June 19 78

Judith A. Pinka

State of ILLINOIS )  
County of COOK ) SS. I, William D. Trude a Notary Public in and for said County, in the state aforesaid, do hereby certify that Judith A. Pinka, a spinster

personally known to me to be the same person whose name is she to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a voluntary act, for the uses and purposes therein set forth, including the right of homestead.

Given under my hand and notary seal this 30th day of June 19 78  
Notary Public

RETURN TO ROBERT F. MOORE  
WHEELING TRUST AND SAVINGS BANK  
Wheeling, Illinois 60090

For information only insert street address of above described property.

Exempt under provisions of Paragraph 1, Section 4a, Real Estate Transfer Tax Act  
2/1/78  
Notary Public  
Seller or Representative

Document Number

24 528 213

COOK COUNTY

851 X  
158  
77

PARCEL 1

Unit 1-E in Graceland Terrace Condominium (as delineated on survey of the following described parcel of real estate hereinafter referred to as parcel): The South 90 feet measured along and lying East of the East line of Graceland Avenue of that part of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 17, Township 41 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 17 aforesaid, 579 feet South of the North West corner of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of said Section 17, thence South 83 Degrees 30 Minutes East, 156 feet to a point; thence North parallel with the West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 17, aforesaid 279.23 feet; thence North 83 Degrees 30 Minutes West, 156 feet to a point in the West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of said Section 17, 279.23 feet North of the place of beginning; thence South along said West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of said Section 17, 279.23 feet to the place of beginning (excepting from said tract of land that part thereof, lying South of a line drawn from a point in the West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of said Section 17, which is 24.46 feet North of the South West corner of said tract to a point in the East line of said tract which is 38.50 feet North of the South East corner of said tract) together with that part of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 17, Township 41 North, Range 12 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at a point in the West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  aforesaid, 579 feet South of the North West corner of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  aforesaid; thence South 83 Degrees 30 Minutes East, 156 feet to a point; thence North parallel with the West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  aforesaid 279.23 feet; thence North 83 Degrees 30 Minutes West 156 feet to a point in the West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  aforesaid, 279.23 feet North of the place of beginning; thence South along the West line of the East  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  aforesaid, 279.23 feet to the place of beginning (except the North 75 feet of said tract as measured on the West line) and (except the South 90 feet measured along the East line of Graceland Avenue thereof), in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Pioneer Bank and Trust Company, a Corporation of the State of Illinois, as Trustee under Trust Agreement dated December 13, 1976 and known as Trust Number 20208 recorded in the Office of Recorder of Deeds of Cook County, Illinois, as Document Number 24264931, together with a 3.08598 % interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) all in Cook County, Illinois

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# UNOFFICIAL COPY

## PARCEL 2

Grantor also hereby grants to Grantee, its successors and assigns as an easement appurtenant to the premises herein conveyed, a perpetual exclusive easement for parking purposes in and to Parking Space No. 26 as defined and set forth in said Declaration and Survey.

Grantor also hereby grants to Grantee, its 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.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein and general taxes for the year 1977 and subsequent years.

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
JUL 11 1978 10 47 AM

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RECORDED BY  
JUL 11 1978

END OF RECORDED DOCUMENT