

# UNOFFICIAL COPY

WARRANTY DEED IN TRUST

ILLINOIS  
RECORD  
AM '78

24 732 041

REGORGER OF DEEDS

24732041

1 copy Unit 8 26-68-2948

THIS INDENTURE WITNESSETH, That the Grantor

FIRST CONDOMINIUM DEVELOPMENT CO.,

a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of ten and 00/100 (\$10.00) DOLLARS, and other good and valuable considerations in hand paid, and pursuant to authority given by the Board of Directors of said corporation CONVEYS AND WARRANTS unto the MICHIGAN AVENUE NATIONAL BANK as Trustee under the provisions of a trust agreement dated the 2nd day of August 1978, known as Trust Number 2883, the following described real estate in the County of COOK and State of Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

THE TENANT, IF ANY, OF THIS UNIT, HAS EITHER WAIVED OR HAS FAILED TO EXERCISE HIS RIGHT OF FIRST REFUSAL TO PURCHASE THIS UNIT OR HAD NO SUCH RIGHT OF FIRST REFUSAL PURSUANT TO CHAPTER 100.2 OF THE MUNICIPAL CODE OF CHICAGO AND THE ILLINOIS CONDOMINIUM PROPERTY ACT.

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 subdivide any subdivision or part thereof, and to resubdivide 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 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 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 matter 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 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 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 to 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, 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 title, estate, rights, powers, authorities, 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, 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 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 in or 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, said Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be subscribed to these presents by its Assistant Secretary, this 4th day of November, 1978.

FIRST CONDOMINIUM DEVELOPMENT CO.  
Assistant Secretary, this 4th day of November, 1978.

State of ILLINOIS, County of COOK, I, the undersigned, a duly qualified Public Notary in and for the County and State aforesaid, DO HEREBY CERTIFY that the foregoing is a true and correct copy of the original instrument as the same appears to me to be, and that the same has been duly acknowledged before me by the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument.

My commission expires on the 28th day of December, 1979.

Notary Public in and for the State of Illinois

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MICHIGAN AVENUE NATIONAL BANK  
10 North Michigan Avenue  
Chicago, Illinois 60602

1400 East 55th Place  
Chicago, Illinois 60637

1000 OFFICE

24 732 041

20-11-2003

# UNOFFICIAL COPY

Unit No. 803-S in University Park Condominium as delineated on the Survey of Lots 9, 10, 13, 17, 18, 19 and part of Lot 12 in Chicago Land Clearance Commission No. 1; also part of Lot 22 in Block 57 and part of Lot 22 and of Lot 3 in Block 58 in Hyde Park Subdivision, all in the South East Quarter of Section 11 and the North East Quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; which Survey is attached as Exhibit "A" to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. \_\_\_\_\_ together with its undivided percentage interest in the Common Elements.

Grantor also hereby grants to Grantee, his, her or 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 Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining real estate described therein.

This Deed is subject to general real estate taxes for 1973 and subsequent years; limitations and conditions imposed by Condominium Property Act of Illinois; easements, covenants, restrictions and building lines of record; applicable zoning and building laws or ordinances or ordinances of record; terms, provisions, covenants and conditions contained in, and rights and easements established by Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for University Park Condominium Association; existing lease, if any, of the Purchased Unit; laundry room lease dated July 21, 1976 with Alco Coin Meter Co.; rights of public or quasi-public utilities, if any, in vacated streets and alleys; and encroachment of concrete wall of about 3/8 inches of premises adjoining South over a portion of Lot 22 as disclosed by survey dated September 18, 1978 prepared by Jens K. Doe Survey Service, Inc., No. 78-1036.

END OF RECORDED DOCUMENT

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