

UNOFFICIAL COPY

DEED IN TRUST

24 774 389

Form 191 Rev. 5-63

The above space for recorder's use only

10.00

66-57-577 442816

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Mary P. Shumake, a single person, 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, Convey and quitclaims unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of September 19 78, and known as Trust Number 43810, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof. RECORDED FOR DEEDS

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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 streets, highways or alleys to locate any subdivision or lots, and to vendible 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, to lease 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 lease to commence in present or in future, and for any period or periods of time, not exceeding to the year and any single 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 conditions thereof at any time or times hereafter, to contract to make leases and to grant 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 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 should 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 third party, the Registrar of Deeds or any county relating upon or claiming under any such conveyance, and effect, (b) that such conveyance or other instrument was executed in accordance with the conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all parties thereto, (c) that said Trustee, or any successor in trust, 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.

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 to any claim, judgment or decree for anything in or done by it or its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this deed, said Trust Agreement or any amendment thereto, or for injury to person or property hereunder, 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 beneficiary under said Trust Agreement at its attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the direction 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 as far as the trust property and funds in the actual possession of the Trustee shall be available for the payment and discharge thereof. All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date 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 only in the equitable title and proceeds arising from the sale of 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 in the equitable title and proceeds therefrom as aforesaid, the instrument hereof being to vest in said American National Bank and Trust Company of Chicago, the legal title 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 the same 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, is 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 21st day of September 1978.

THIS INSTRUMENT PREPARED BY: CARL L. RUSSO, ATTORNEY-AT-LAW, 8000 BEARS TOWER CHICAGO, ILL. 60606

STATE OF ILLINOIS, County of COOK, Gail M. Davis, Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary P. Shumake

personally known to me to be the same person, whose name is she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she 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 seal this 21st day of September A.D. 1978

My commission expires 10/17/81

American National Bank and Trust Company of Chicago, Unit 201, Chicago, Illinois

This transaction exempt from Illinois State Real Estate Transfer Tax, Paragraph E, Section 200.7-246, Chicago, Illinois, Transfer Tax Ordinance.

This transaction exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.

Date 10-30-78, Seal of Notary Public, Gail M. Davis, Notary Public



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24-71A-389

EXHIBIT A

Unit 2-B in the 850 Dewitt Condominium, as delineated on a survey of the following described real estate:

Part of Lot A in the Consolidation of Lots 54 and 55 (except from said lots the South 2 feet thereof) and Lots 56, 57 and 58 (except from Lot 58 the West 15 feet 11 3/8 inches thereof) in Lake Shore Drive Addition to Chicago, a Subdivision of part of Blocks 14 and 20 in Canal Trustees Subdivision of the South Fractional 1/4 of 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 the Declaration of Condominium Ownership recorded in the office of Recorder of Deeds, Cook County, Illinois as Document 24641583 together with its undivided percentage interest in the Common Elements as set forth in said Declaration of Condominium Ownership.

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END OF RECORDED DOCUMENT