

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

24 782 824

RECORDED BY DESK

FORM 1010 U.S.S.

2014/203 COOK COUNTY, ILLINOIS
FILED FOR RECORD
DEC 29 1978

THE ABOVE SPACE FOR RECORDERS USE ONLY

24782824

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 CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO as Trustee under the provisions of a trust agreement dated the 18th day of December 1978, known as Trust Number 48-67679-5, the following described real estate in the County of Cook and State of Illinois, to-wit: ***231 S. LASALLE CHGO 60690**

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

10.00

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 vacate 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 grant 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 premises, 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 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 dependent appurtenant to said premises or any part thereof, and to call 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 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 premises shall be conclusive evidence in favor of every person claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust was duly executed by this indenture and by said trust agreement 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, duties and obligations of the trustee or 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, and the words "in trust" 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 rights, benefits under and by virtue of any of all statutes of the State of Illinois, providing for the protection of beneficiaries from sale of real estate or otherwise.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed and attested by its President and attested by its Secretary, this 24th day of October, 1978.

FIRST CONDOMINIUM DEVELOPMENT CO.

Harold Louis Miller PRESIDENT
Jeanette Sachs ASSISTANT SECRETARY

I, the undersigned, a Notary Public, in and for the County of Cook, State of Illinois, do hereby certify that *Harold Louis Miller* President of the FIRST CONDOMINIUM DEVELOPMENT CO., an Illinois Corporation, and *Jeanette Sachs* Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as President and Assistant Secretary they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of October, 1978.

Commission expires February 10, 1980 *Patricia C. Dillman* NOTARY PUBLIC

This instrument was prepared by *Ferritt A. Kessel, Esq., Rudnick & Wolfe*, 30 N. LaSalle Street, Chicago, Illinois (NAME AND ADDRESS)

Mail to: CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO 231 South LaSalle Street Chicago, Illinois 60690

1450 East 55th Place, Chicago, Ill. For information only insert street address of

BOX 533

COCK CO. NO. 016 9 0 3 7 5

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 22.50

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE 25.00

1000 46-08-1582

Office

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Unit No. 321-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. 24684928, 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 1978 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 Auto 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.

Property of Clerk's Office
24 78-2824

END OF RECORDED DOCUMENT