

DEED IN TRUST

24 806 677

The above space for recorder's use only

10.00

66-35-197

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Kathryn M. Till, a spinster of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100THS Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto COLONIAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation whose address is 5850 West Belmont Avenue, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of June 1978, and known as Trust Number 170 the following described real estate in the County of Cook and State of Illinois, to wit: Unit Number 617 in 3550 Lake Shore Drive Condominium as delineated on Survey of Lot 1 in Block 1 in David and Warner's Subdivision of Block 12 of Hundley's Subdivision of Lots 3 to 21, inclusive 33 to 37, inclusive, in Pine Grove, a Subdivision of fractional section 21, Township 40 North, Range 14 East of the Third Principal Meridian, together with vacated alley in said Block 12, and the tract of land lying Eastern and adjoining said Block 12 and Westerly of the Westerly Line of North Shore Drive (excepting street previously dedicated), in Cook County, Illinois, (hereinafter referred to as Parcel), which survey is attached as Exhibit "A" to the Declaration of Condominium made by the American National Bank and Trust Company of Chicago, A National Banking Association, as Trustee under Trust Agreement dated February 11, 1974 and known as Trust Number 32679, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 24132761, together with an undivided .140 percentage 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), in Cook County, Illinois.

TO HAVE AND TO HOLD the said real estate with the appurtenances, up to the said 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 to vacate any subdivision or part thereof, to redivide 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 successors 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 the case of any single demise the term of 199 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 change 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 hereof 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 executed by this Indenture and by said Trust Agreement was in full force and effect; (b) that such conveyance of other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in any amendments thereof, if any, and binding upon all beneficiaries hereunder; (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 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 Colonial Bank and Trust Company of Chicago, individually or as Trustee, nor its successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything done by them or their agents or attorneys or omitted 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 by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 thereof). All persons and corporations whosoever shall be charged with notice of this condition from the date of 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 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, or any part thereof, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Colonial Bank and Trust Company of Chicago the entire legal and equitable title in and to the real estate above described.

If the title to any of the above real estate in fee simple, in and to all of the real estate above described, 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 release . . . 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 1st day of June 1978. Kathryn M. Till

STATE OF ILLINOIS, County of Cook, as Notary Public in and for said County, in the State aforesaid, do hereby certify that Kathryn M. Till

person whose name person whose name is she subscribed to the foregoing instrument, and acknowledged that her free and voluntary act, for the uses and purposes therein set forth, including the

seal this 1 day of June A.D. 19 78. Dorothy J. Egan Notary Public

My commission expires September 30, 1980. Mack S. Weissman 11 S. Kasack Chgo, Ill

Colonial Bank and Trust Company of Chicago Box 63 For information only insert street address of above described property.

EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSFERENCE TAX ORDINANCE BY PARAGRAPH (S) OF SECTION 200.1-2B6 OF SAID ORDINANCE.

Exempt under provisions of Paragraphs 1 and 2 of Section 200.1-2B6 of the Chicago Transfer Tax Ordinance. Real Estate Transfer Tax Act. Mack S. Weissman Buyer, Seller or Representative

Document Number 24 806 677 Date 10/31/78

UNOFFICIAL COPY

10-1-15

11-1-15

FILED IN CASE NO. 24806677

FILED FOR RECORD

JAN 19 '15 12 30 PM

24806677

Property of Cook County Clerk's Office

2015 JAN 19 12 30 PM