

DEED IN TRUST

24 921 239

66-90-419

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Kathleen R. Karlo, an unmarried woman, never married, 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 unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the First

day of April 1979, and known as Trust Number 3853, the following described real estate in the County of Cook and State of Illinois to wit: Street address: Unit 6803, 175 E. Delaware Place, Chicago, Illinois

Legal description:

See Exhibit A attached hereto and incorporated herein.

Mail tax bills to:

Unit 6803, 175 E. Delaware, Chicago, Illinois 60603

11.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the units, and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and authority consistent with the above described Trust Agreement 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 take any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, in remission or 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 lease 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 lease the term of 99 years, and to make 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 renew respecting the matter 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, in reversion, convey or assign any right, title or interest in or about or 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 in 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 obligated 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 deed 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 authorized 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 bona fide purchaser in good faith of the validity of said deed, mortgage, lease or other instrument, and shall be binding upon all persons 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 terms, 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 are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither Amalgamated Trust & Savings Bank individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected by any claim, judgment or decree for anything if 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 amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released, and no 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 at the instance of the Trustee, but only in the name of the Trustee, or any successor in trust, 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 to 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 who have or who may hereafter have any interest in the said real estate 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 several, several and several parts of the said real estate and no part of the said real estate shall be 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 earnings, rents and proceeds thereof as aforesaid, the interest herein being to vest in said Amalgamated Trust & Savings Bank, the entire legal and equitable title in fee simple, and to all of the real estate above described.

If the title to any of the above real estate is now or heretofore registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof 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 under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid hereunto set her hand and seal this Second day of April 1979.

Kathleen R. Karlo, an unmarried woman, never married

Garry Lakin, Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Kathleen R. Karlo, an unmarried woman, never married,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, and in full release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 4th day of April

My commission expires 10/3/81

THIS INSTRUMENT PREPARED BY: Nancy Hopkins, 55 E. Monroe Street, Chicago, Illinois

Mail to: Amalgamated Bank, 100 S. STATE ST. CHICAGO, ILL 60603

66-90-419A, 17-03-220-030-1428

I hereby declare this deed represents a transaction exempt under the provisions of paragraph (e), Section 200.1-2B6 of the Chicago Transaction Tax Ordinance. Dated: April 1979 Signed: Nancy Hopkins

This space for affixing Riders and Revenue Stamps. I hereby declare this deed represents a transaction exempt under the provisions of Paragraph E, Section 4 of the Real Estate Transfer Tax Act. Dated: April 1979 Signed: Nancy Hopkins

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Property of Cook County Recorder of Deeds

EXHIBIT A

Unit Number 680 of the 175 East Delaware Place Condominium, as delineated on the survey, of the following described parcels of real estate, (hereinafter referred to collectively as "Parcel"): Parts of the land, property and space, below, at and above the surface of the earth, located within the boundaries, projected vertically, upward and downward, from the surface of the earth, of a parcel of land comprised of Lot 17 (except the East 16 feet thereof), and all of Lots 18 to 28, inclusive, in Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20, in the Canal Trustee's Subdivision, of the South fractional 1/4 of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian; also; Lots 1 to 4, inclusive, in County Clerk's Division, of the West 300 feet of that part of Lots 15 to 19, of Block 14, lying East of the Lincoln Park Boulevard, in the Canal Trustees' Subdivision, of the South fractional 1/4 of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, conveyed by Deed, dated July 27, 1973, and recorded in the office of the Recorder of Deeds, of Cook County, Illinois, on July 30, 1973, as document number 22418957, from John Hancock Mutual Life Insurance Company, corporation of Massachusetts, to La Salle National Bank, a national banking association, not individually, but as Trustee under Trust Agreement dated February 15, 1973, and known as Trust Number 45450; which survey is attached as Exhibit A, to the Declaration of Condominium Ownership, Easements, By-laws, Covenants and Restrictions, for 175 East Delaware Place, made by LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated February 15, 1973, and known as Trust Number 45450, and recorded on August 10, 1973, in the Office of the Recorder of Deeds, of Cook County, Illinois, as document number 22434263; together with an undivided .17954 percent interest in the Parcel (excepting from the Parcel, all of the property and space comprising all the units, as defined and set forth in the Declaration and survey), in Cook County, Illinois.

24 921 239

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

APR 17 '79 9 00 AM

William H. Wilson
RECORDS & DEEDS

#24921239

Property of Cook County Clerk's Office



END OF RECORDED DOCUMENT