

# UNOFFICIAL COPY

24995673

This Indenture Witnesseth, That the Grantor,

1100

John E. Roberts, a bachelor

of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey<sup>s</sup> and Quit-Claims unto CENTRAL NATIONAL BANK IN CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trust within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 16th day of April 1979, and known as Trust Number 23746

the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit No. 104, in 4200 Marine Drive, Condominium, as delineated on a survey of the following described property, (hereinafter referred to as "Parcel"): Lot 13 in Waller's subdivision of Lot 7 in Block 3 and Lot 7 in Block 4 of Waller's addition to Buena Park in fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, together with as much of the land East and adjoining said Lot 13 as is bounded on the North by the North line of said Lot 13 extended East and on the South by the South line of said Lot 13 extended East and on the East by the West line of Lincoln Park as shown on the Plat by Commissioners of Lincoln Park recorded October 11, 1906 as Document 3937332, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24969197, 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 real estate 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 all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

The Tenant, if any, of the unit conveyed hereby, has either waived or has failed to exercise his right of first refusal to purchase said unit or had no such right of first refusal pursuant to the provisions of the Illinois Condominium Property Act and Chapter 100.2 of the Municipal Code of Chicago.

*Franklin Smith*

*Record # 007402*

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Property of Cook County Clerk

(SEE ATTACHED RIDER)

200.1236  
City Stamps

"Exempt under provisions of Paragraph E, Section 4.  
Real Estate Transfer Tax Act."

5/30/79  
Date

[Signature]  
Seller or Representative

SUBJECT TO

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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide 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, 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 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 trusts 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 rent, 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 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 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 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Central National Bank in 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 it 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 amendment 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. 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 purposes, 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 whomsoever and whatsoever 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 as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Central National Bank in Chicago the entire legal 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 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 S hereby expressly waives S and releases S any and all right or benefit under and 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, the grantor S aforesaid has S hereunto set His hand and seal this 30th day of May 19 79

Address of Grantee:  
CENTRAL NATIONAL BANK IN CHICAGO  
120 South La Salle Street  
Chicago, Illinois 60603

[Signature] [SEAL]  
[Signature] [SEAL]  
[Signature] [SEAL]

Malts

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# UNOFFICIAL COPY

STATE OF Illinois }  
County of Cook } ss. I, Joan G. Barnes

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

JOHN E. ROBERTS, a bachelor

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 he signed, sealed and delivered the said instru-  
ment as his 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 Notarial Seal this 30th DAY of  
May A. D. 19 79.

Joan G. Barnes  
My commission expires March 14, 1980

*Joan G. Barnes*  
Notary Public

424995673

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
JUN 6 '79 1 23 PM

Property of Cook County Clerk's Office

BOX 333

TRUST NO.

**Deed in Trust**

QUIT CLAIM DEED

TO  
CENTRAL NATIONAL BANK  
IN CHICAGO  
TRUSTEE

FORM 507-010 (REV. 1/74)

**END OF RECORDED DOCUMENT**