

QUIT-CLAIM WARRANTY DEED IN TRUST

AUG 29

ILLINOIS RECORD 43 PM '77

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Form 304 WSI

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor

JEANNETTE SACHS, a widow and not since remarried,

of the County of Cook and State of Illinois for and in consideration of TEN AND NO/100 Dollars and other good and valuable considerations in hand paid, Conveys and quit-claim unto the MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, a National Banking Association, as Trustee under the provisions of a trust agreement dated the First day of August 1977 known as Trust Number 2777, the following described real estate in the County of Cook and State of Illinois, to-wit: Legal description attached hereto

Good title

10.00

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 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or 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 the 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 encumber appurtenant to said premises or any part thereof, and to deal 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 real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereof, (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 it, his or their 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 in such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 hereby expressly waive and release 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 aforesaid has hereunto set her hand and seal this 5th day of August 1977

(Seal) Jeannette Sachs (Seal) (Seal) (Seal)

State of Illinois, I, HAROLD LOUIS MILLER a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Jeannette Sachs, a widow and not since remarried,

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 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 notarial seal this 5th day of August 1977



Mail Michigan Avenue National Bank 30 North Michigan Avenue Chicago, Illinois 60602

835 Ridge Terrace, Evanston, Ill. For information only insert street address of above described property.

BOX 533

THIS SPACE FOR FRANKING HOLES AND POSTAGE STAMPS Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act

Buyer, Seller or Representative

Date

Document Number

24 081 035

UNOFFICIAL COPY

Unit No. 304 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel") Lots Twelve (12) Thirteen (13) and Fourteen (14), in Block 3 in Adams and Brown's Addition to Evanston, in the North 1/2 of the North 1/2 of the Southwest 1/4, Section 19, Township 41 North, Range 14, East of the Third Principal Meridian East of Ridge Road, Cook County, Illinois, according to the plat thereof recorded on June 17, 1977, as Document No. 23974177 which survey is attached as Exhibit "A" to Declaration made by CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE under Trust Agreement dated August 6, 1962 and known as Trust No. 44731, and recorded in the Office of the Recorder of Cook County as Document No. 23974177 together with an undivided 2.05 % interest in said parcel, (excepting from said parcel all the property and space comprising all of the units thereof as defined and set forth in said Declaration and Survey). Said property being commonly known as 835 Ridge Avenue, Evanston, Illinois.

TO HAVE AND TO HOLD the same unto said party of the second part forever. Grantor also hereby grants to Grantee, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefits of said property as set forth in the aforementioned Declaration and as set forth in the Declaration recorded as Document No. 23974177, and the party of the first part reserves to itself, its successors and assigns the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

Grantor also hereby grants to grantee, successors and assigns, as an easement appurtenant to the premises herein conveyed, a perpetual, exclusive easement for parking purposes in and to Parking Area No. P-17, as defined and set forth in said Declaration and survey.

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.

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END OF RECORDED DOCUMENT