

DEED IN TRUST

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1977 SEP 27 AM 10 27

SEP-27-77 449203 24123013 u A Rec 10.00

THIS INDENTURE WITNESSETH that the Grantor **MARION KANE**, a widow and not remarried,
of the County **Cook** and State of **Illinois** for and in consideration
of **TEN and NO/100ths** Dollars, and other good
and valuable considerations in hand paid, Conveys and the Quit Claim s unto the
FIRST BANK OF OAK PARK, an Illinois Corporation, its successor or
successors, as Trustee under the provisions of a trust agreement dated the **10th** day of
September 19 **74**, known as Trust Number **10357**, the following
described real estate in the County of **Cook** and State of Illinois, to-wit:

AS PER RIDER ATTACHED HERETO

Exempt un
of the Rec
Dated 11/13/77
As

PARCEL 1:

UNIT NO. **2221** as delineated on survey of the following described parcel of
real estate (hereinafter referred to as "Parcel 1"): That part of Lots 10, 11
and 12 in Carson and Chytraus Addition to Chicago, being a Subdivision of
Block 1 in Equitable Trust Company's Subdivision in Section 21, Township 40
North, Range 14, East of the Third Principal Meridian, lying West of the line
established by decree entered on September 7, 1906, in Case Number 274470,
Circuit Court of Cook County, Illinois, entitled Charles W. Gordon and others
against Commissioners of Lincoln Park, in Cook County, Illinois, which survey
is attached as Exhibit "A" to Declaration of Condominium Ownership made by
American National Bank and Trust Company of Chicago, as Trustee under Trust
No. 40420, recorded in the Office of the Recorder of Deeds, Cook County,
Illinois, as Document No. **24014190**; together with an undivided
.1417 % interest in said Parcel (excepting from said Parcel all the
property and space comprising all the Units as defined and set forth in said
Declaration and survey):

ALSO

PARCEL 2:

Easement for the benefit of Parcel 1 as created by the Easement Agreement dated
April 23, 1969, recorded April 23, 1969, as Document 20820211 made by and
between American National Bank and Trust Company of Chicago, Trust Number
22719, and Exchange National Bank of Chicago, Trust Number 5174, for the
purpose of ingress and egress over and across that part of the East 40 feet of
vacated Frontier Avenue, as vacated by Ordinance recorded as Document 20816906,
lying West of Lots 10, 11 and 12 in Carson and Chytraus Addition to Chicago,
aforesaid, which lies North of the South line of Lot 10 extended West and lies
South of the North line of Lot 12 extended West, in Cook County, Illinois.

Party of the first part also hereby grants to parties of the second part, their
successors and assigns, as rights and easements appurtenant to the above real
estate, the rights and easements for the benefit of said property set forth
in the aforementioned Declaration; and 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.

This Condominium 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.

UNOFFICIAL COPY

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto in 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 redivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to lease, to convey, either with or without consideration, to convey said premises to 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 authority 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, to lease to commence in present or future, and to renew or extend terms and for any period or periods of time, not exceeding in the case of any single lease, the term of 194 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 a building or buildings 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 easement 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 all premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the compliance 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 or concern 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, so 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 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 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, profits 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, profits 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 waives, and releases, and releases 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, hereunto set her hand and seal this 20th day of May 1977.

Executed by Marion Kane (Seal) and Grace L. Dahl (Seal) on this 20th day of May 1977. Date

I, Grace L. Dahl, a Notary Public in and for said County, in the State of Illinois, do hereby certify that MARION KANE, a widow and not 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 24th day of September 1977.

Grace L. Dahl, Notary Public

FIRST BANK OF OAK PARK
BOX 47
First Bank of Oak Park
111 N. Lake Street
Oak Park, Illinois 60302

3950 N. Lake Shore Drive - Unit No. 2221
For information only insert street address of above described property. Chicago, Ill.

END OF RECORDED DOCUMENT

Property of Cook County, Illinois
Notary Public
SEP 21 1977 A.D. 19
This space for affixing Riders and Revenue Stamps
Cook County, Illinois
24123013
Document Number