

WARRANTY DEED IN TRUST

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1977 NOV 2 PM 2 42

NOV-2-77 471240 24176408 - A Rec

Form 504 WSB

THE ABOVE SPACE FOR RECORDERS USE ONLY

10.

THIS INDENTURE WITNESSETH, That the Grantor S Robert M. Winter and Sharlynn S. Winter, his wife

of the County of Cook and State of Illinois for and in consideration of TEN AND NO/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto the MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, a National Banking Association, as Trustee under the provisions of a Trust agreement dated the 17th day of October 1977 known as Trust Number 2794, the following described real estate in the County of Cook and State of Illinois, to-wit:

Unit 2902 as delineated on survey of the following described property (hereinafter referred to as parcel): All of Lots 2 and 3 and that part of Lot 1 lying West of a line 12 feet east of and parallel to the most westerly line of said Lot 1, and said most westerly line extended, and all of Lots 37, 38, 39, 40, 41 and 42 (except the East 33 feet of said Lot 42) in Lake Shore Drive Addition to Chicago, a Subdivision of part of Blocks 14 to 40 in Canal Trustee's Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership for Plaza on Dr. Witt Condominium Association, dated September 12, 1975 and recorded September 17, 1975 as Document 23225147 together with an undivided .371 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof) all in Cook County, Illinois.

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto in law and equity, unto the trustee 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 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 incident 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 that the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of the 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 prohibited 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 of 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 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, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successor 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 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 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 limitation" or words of similar import, in accordance with the statute in such case made and provided.

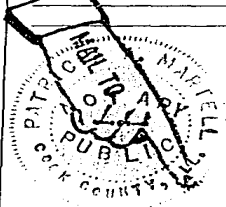
And the said grantor S hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S have hereunto set their hand S and seal S this 17th day of October 1977

Robert M. Winter (Seal) Sharlynn S. Winter (Seal)

This instrument prepared by: Pat Martell, 30 N. Michigan, Chicago, IL

State of Illinois ss. I, Patricia A. Martell a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Robert M. Winter and Sharlynn S. Winter, his wife



personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 2nd day of Nov. 1977

Patricia A. Martell Notary Public

Mail to: MICHIGAN AVENUE NATIONAL BANK 30 North Michigan Avenue Chicago, Illinois 60602

Unit 2902 260 E. Chestnut, Chicago, IL

For information only insert street address of above described property.

EXEMPT UNDER PROVISIONS OF PARAGRAPH 7 SECTION 2 REAL ESTATE TRANSFER TAX ACT Patricia A. Martell BUYER-SELLER OR REPRESENTATIVE 11-2-77 DATE

1000 MAIL

Doc. Ident. Number 24176408

RECORDED DOCUMENT