

UNOFFICIAL COPY

AETNA BANK
2401 NORTH HALSTED STREET
CHICAGO, ILLINOIS 60614
DEED IN TRUST

24 197 683

11 00

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor **WILLIAM R. FAUBER, divorced 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 Claims unto the **AETNA BANK**, a Corporation of Illinois, as Trustee under the provisions of a trust agreement dated the **4th** day of **October** 19 **77**, known as Trust Number **10-2276** the following described real estate in the County of **Cook** and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

EXEMPT UNDER PROVISIONS OF PARAGRAPH
SEC. 200.1-2 (B-6) OR PARAGRAPH
SEC. 200.1-4 (B) OF THE
CHICAGO TRANSACTION TAX ORDINANCE.

11-16-77 *B. L. Davidson*
DATE BUYER, SELLER, REPRESENTATIVE

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 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 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 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, 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, 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 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 the exemption of homesteads from sale on execution or otherwise.

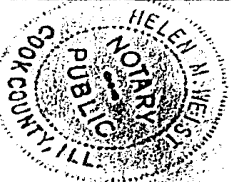
In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 4th day of October 19 77

(Seal) *William R. Fauber* (Seal)
William R. Fauber (Seal)

Illinois } ss. Helen M. Weist
County of Cook } a Notary Public in and for said County, in

The state aforesaid, do hereby certify that **William R. Fauber, divorced 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 he signed, sealed and delivered the said instrument 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 10th day of November 19 77



GRANTEE:
AETNA BANK
2401 NORTH HALSTED STREET
CHICAGO, ILLINOIS 60614
BOX 102

445 W. Fullerton, Unit 2A Chicago
For information only insert street address of above described property.

Receipt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.
11-16-77
Date
Buyer, Seller or Representative
B. L. Davidson

This space for affixing Riders and Revenue Stamps

Document Number 24 197 683

This instrument prepared by Frank H. Henneburg, 115 S. LaSalle St., Rm. 3400 Chicago, Ill.

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Unit No. 2A as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): The West 55 feet of Lots 1 and 2 (except a triangular track in the Southeast corner thereof described as follows: Commencing on the South line of said Lot 2 at a point 55 feet East of the Southwest corner of said lot; thence West on the South line of said Lot 2, 14.95 feet; thence Northeasterly to a point in the East line of said West 55 feet of Lots 1 and 2, which is 6.35 feet North of the South line of said Lot 2; thence South on the East line of said West 55 feet of Lots 1 and 2, 6.35 feet to the place of beginning) and that part of Lot 3 described as follows: commencing at the Northwesterly corner of said Lot 3, thence East on the North line of said Lot 3, 14.95 feet; thence Southwesterly to a point in the Westerly line of the said Lot 3, which is 5.85 feet Southeasterly from the Northwesterly corner of the said Lot 3; thence Northwesterly along the Westerly line of said Lot 3, 5.85 feet to the place of beginning, all in William Barry's Subdivision of Block 4 in Canal Trustees' Subdivision in Section 23, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit A to Declaration of Condominium made by South Central Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated June 17, 1977, and known as Trust No. L-1072, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24121833; together with an undivided 11.309% interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey).

Grantor also hereby grants to grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

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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STATE OF ILLINOIS
FILED FOR RECORD
Nov 16 2 58 PM '77

Edw. H. Wilson
RECORDER OF DEEDS
*24197683

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT