

# UNOFFICIAL COPY

DEED IN TRUST

ILLINOIS  
RECORD

24 206 032

ORDER OF DEED

WARRANTY 105 PM '77

The above space for recorder's use only

\* 24206032

THIS INDENTURE WITNESSETH, That the Grantor MAUREEN KIRKPATRICK, a spinster,

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 s and Warrant s unto UNITED OF AMERICA BANK, an Illinois State Bank, One East Wacker Drive, Chicago, Illinois 60601, its successor or successors, as Trustee under a trust agreement dated the 19th day of October, 1977, known as Trust Number 1116, the following described real estate in the County of Cook and State of Illinois, to-wit:

10.00

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

Date 11-18-77 Buyer, Seller or Representative Paul M. Gelfman

(Permanent Index No.: 1 7 - 1 0 - 2 0 0 - 0 6 2 - 0 0 0 0)

TO HAVE AND TO HOLD the real estate with its appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority is hereby granted to said trustee to subdivide and resubdivide the real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; to execute contracts to sell or exchange, or execute grants of options to purchase, to execute contracts to sell on any terms, to convey either with or without consideration; to convey the 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 the trustee; to dedicate, to mortgage, or otherwise encumber the real estate, or any part thereof; to execute leases of the real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or future, and upon any terms and for any period or periods of time, and to execute renewals or extensions of leases upon any terms and for any period or periods of time and to execute amendments, changes or modifications of leases and the terms and provisions thereof at any time or times hereafter; to execute contracts to make leases and to execute options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to execute contracts respecting the manner of fixing the amount of present or future rentals; to execute grants of easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof, and to deal with the title to said real estate and every part thereof in all other ways and for such other purposes as it would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways above specified and at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, 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 the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the 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 herein and by the trust agreement was in full force and effect, so that such conveyance, lease or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in the trust agreement or in any amendments thereof and binding upon all beneficiaries, and that the trustee was fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that 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 United of America Bank of 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 beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, 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, surrenders 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, aforesaid has hereunto set her hand and seal this 24th day of October 1977.

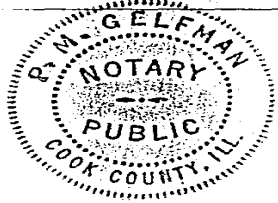
(SEAL) Maureen Kirkpatrick (SEAL) Maureen Kirkpatrick

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

THIS INSTRUMENT PREPARED BY: Paul M. Gelfman, 33 N. LaSalle St., Chicago, Ill.

State of Illinois } ss. P. M. Gelfman a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Maureen Kirkpatrick, a spinster

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 October 1977.



P. M. Gelfman  
Notary Public

This space for affixing stamps and recording stamps. Section 200.1-235 or under provisions of Paragraph E, Section 200.1-14B of the Chicago Transaction Tax Act.

Buyer, Seller, or Representative Paul M. Gelfman Date 11-18-77

24 206 032

UNITED OF AMERICA BANK  
One East Wacker Drive  
Chicago, Illinois 60601

Unit 3507, 777 N. Michigan Ave., Chicago  
For information only insert street address of above described property.

# UNOFFICIAL COPY

Unit No. 3507 as delineated on Survey of Lots 1 to 8, both inclusive, in Winston's Pine Street Subdivision of part of Block 54 in Kinzie's Addition to Chicago according to the map of said Subdivision recorded March 18, 1890 in Book 42 of Plats, Page 4 as Document No. 1236447 in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and also: The North 8 feet of that part of Lot "A" in Lill's Chicago Brewery Company's Subdivision of Block 54 in Kinzie's Addition to Chicago aforesaid, which lies South of and adjoining the South side of said Lot 8 and West of the East line extended South of said Lots 1 to 8, both inclusive, in Winston's Pine Street Subdivision in Section 10, 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 made by Amalgamated Trust and Savings Bank, as Trustee, under Trust Agreement dated June 15, 1977, and known as Trust No. 777, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 24159127, together with an undivided  $\frac{203}{1000}$  in the property described in said Declaration of Condominium aforesaid (excepting the units as defined and set forth in the said Declaration of Condominium and Survey), hereinafter "Property."

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END OF RECORDED DOCUMENT