

# UNOFFICIAL COPY

## QUIT-CLAIM DEED IN TRUST

Form 101 Rev. 11-71

24 313 716

The above space for recorder's use only

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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 the sum of TEN AND NO/100----- Dollars (\$ 10.00 ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of January 19 78, and known as Trust Number 41984 the following described real estate in the County of COOK and State of Illinois, to wit: legal description attached

### THIS INSTRUMENT WAS PREPARED BY:

HAROLD J. HUBER  
ATTORNEY AT LAW  
180 NO. LA SALLE ST.  
CHICAGO, ILLINOIS 60601

TO HAVE AND TO HOLD the said real estate with the covenants, 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either whole or with consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in 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 real estate and to contract to receive the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant payments or charges of any kind, to release, convey or assign any right, title or interest in or about any easement appurtenant to said real estate or any part thereof, and to deal with said real estate 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, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged to said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or required 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles in this State) 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder; (c) that said Trustee, or any successor in trust, 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 successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company 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 Indenture or said Trust Agreement or any amendment thereof, 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 purpose, and the election of the Trustee, in his own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever to 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 available 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 and every beneficiary hereunder and under said Trust Agreement 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 any 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, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 amended.

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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal, this 1st day of January 19 78

JEANNETTE SACHS

STATE OF ILLINOIS, I, VELIA GONNELLA, a Notary Public in and for said County of COOK, County, in 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, releasing the release and waiver of the right of homestead.

GIVEN under my hand and seal this 1st day of January A.D. 1978

My commission expires October 6, 1981

American National Bank and Trust Company of Chicago  
Box 221  
UNIT 301-929 Washington Street  
Evanston, Ill.  
For information only insert street address of above described property.

488888  
66-02-437

11/2/78  
Buyer, Seller or Representative

This space for affixing Riders and Revenue Stamp

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Document Number

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Unit No. 391 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lots Seventeen (17) and Eighteen (18) in Block 3 in Adams and Brown's Addition to Evanston, being a subdivision of that part of the North One-half ( $\frac{1}{2}$ ) of the North One-half ( $\frac{1}{4}$ ) of the Southwest One-quarter ( $\frac{1}{4}$ ) of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, lying East of the Center line of Ridge Road in Cook County, Illinois, according to the plat thereof recorded on December 2, 1977, as Document No. 24220061 which survey is attached as Exhibit "A" to Declaration made by MICHIGAN AVENUE NATIONAL BANK AS TRUSTEE under Trust Agreement dated June 27, 1977 and known as Trust No. 2770, and recorded in the office of the Recorder of Deeds of Cook County as Document No. 24220061 together with an undivided 5.66 % 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: 929 Washington Street, 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. 24220061, 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 23, 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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