

UNOFFICIAL COPY

Box 102
AETNA STATE BANK
2401 NORTH HALSTED STREET
CHICAGO, ILLINOIS 60614
DEED IN TRUST

24 327 796

The above space for recorder's use only

10.00

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 (\$10.00)** Dollars, and other good and valuable considerations in hand paid, Convey^s and Quit Claim^s unto the AETNA STATE BANK, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the **9th** day of **December** 1977, known as Trust Number **10-2315** the following described real estate in the County of **Cook** and State of **Illinois**, to-wit:

Lot 4 as delineated on the Survey of the following described parcel: Lot 66 and 67 in the North 1/2 (or Sub block 1) of Lill and Diversey's Subdivision of Block 15 in the Canal Trustee's Subdivision of the East 1/2 of Section 29, in Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which Survey is attached as Exhibit A to and forming a part of Declaration of Condominium made by Metropolitan National Bank of Chicago as Trustee under Trust Agreement dated December 11, 1967 and known as Trust No. 17435, recorded November 17, 1977 in the Office of the Recorder of Deeds of Cook County, Illinois as Document 24,199,572, together with an undivided 1/3 per cent interest in the common elements.

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.

I, 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 grant any subdivision or part thereof, and to subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell or 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 at a certain or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 100 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 premises 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 other rights, to release, convey or assign any right, title, interest in or about or 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 should be lawful for any person owning the same to deal with the same, who is 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. (b) 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; (c) 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; (d) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (e) 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 said trustee or predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under the will 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 of 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 of mortgages.

In Witness Whereof, the grantor aforesaid has hereunto set hand and seal this 30th day of December 1977

THIS DOCUMENT PREPARED BY: LLOYD E. GUSSIS, 2520 NORTH LINCOLN AVENUE, CHICAGO, ILLINOIS

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

(Seal) (Seal)

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

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 2nd day of February 1978

Helen M. Weist
Notary Public

NOTARY PUBLIC
STATE OF ILLINOIS

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

860.62 WEST 611
For information only insert street address of above described property.

This space for affixing Recorders and Revenue Stamps

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