

DEED IN TRUST

25454698

Form 191 Rev. 1-77

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Edward Carter, III, a bachelor of the County of Cook and State of Illinois, for and in consideration of the sum of ten Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. La Salle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 17th day of April 19 80, and known as Trust Number 49592

10.00

the following described real estate in the County of Cook and State of Illinois, to wit:  
 Unit 208 in Parkview Terrace Condominiums as delineated on a survey of the following described real estate:

Lots 1 and 2 in Woodridge Subdivision of part of the Northwest Quarter of Section 5, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded February 13, 1980 as Document No. 25360637, together with its undivided percentage interest in the Corner Elements.

Grantor, hereby grants to Grantee and his/her 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 Declaration of Condominium aforesaid recorded February 13, 1980 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 25360637; and Grantor 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. This deed is subject to all rights, easements, restrictions, conditions, covenants and reservations in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

The tenant, if any, of this Unit has either waived or has failed to exercise his right of first refusal to purchase this Unit or had no right of first refusal, pursuant to the Illinois Condominium Property Act or any municipal ordinance, or is the purchaser thereof.

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Recorder's Office

# UNOFFICIAL COPY

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Property of Cook County

COOK COUNTY, ILLINOIS  
FILED FEB 23 1980

1980 MAY 13 AM 11:04

Sidney H. Olsen

REGISTERED

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TO HAVE AND TO HOLD the said real estate 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, or any successor, manager, 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 with or without 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 the 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, or any part thereof, from time to time, in possession or reversion, by lease in common or in severalty, 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 remove or attach 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, in contract to make leases and to grant options to lease and options to purchase and options to purchase said real estate, or any part thereof, for other real or personal property, to grant, to make, to issue, to execute, to release, to modify or to exchange or interest in or about any instrument 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, or to whom said real estate or any part thereof shall be conveyed, mortgaged or otherwise encumbered by 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 any successor in trust, 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, 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 said county) 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 the 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 terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all persons thereafter, (c) that said Trustee, or any successor in trust, was duly authorized and empowered in statute and delivery 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 its, 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 in any other manner 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 failure to perform 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 enforced only by it in the name of its then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, in the event such contract, obligation or indebtedness is incurred or entered into by the Trustee as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to 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 state in the certificate of title or duplicate thereon, 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 revised.

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 homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 1st day of March, 1980.

Edward Carter III [SEAL]

Illinois, I, undersigned, a Notary Public in and for said Cook County, in the State aforesaid, do hereby certify that Edward Carter III

is the same person whose name is subscribed to the foregoing instrument, and that he is in person and acknowledged that he is the free and voluntary act for the uses and purposes therein set forth, including the release of the right of homestead.

GIVEN under my hand and official seal this 6th day of May, A.D., 1980.

Mary [Signature] Notary Public

My commission expires 1-17-82

American National Bank and Trust Company of Chicago  
Box 221  
For information only insert street address of above described property.

This space for affixing Stamp and Revenue Stamps

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END OF RECORDED DOCUMENT