

UNOFFICIAL COPY

67-74-941

EXEMPT UNDER PROVISIONS OF PARAGRAPH 2 (B-6) OR PARAGRAPH 2 (B-6) OF THE CHICAGO TRANSFER TAX PROVISIONS.

5/14/80

2 of E H 373276
3 R. Lueker

25 492 413

11.00

This Indenture Witnesseth That the Grantor (s)
Kenneth Piekut, a Bachelor

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, Convey^s and Quit-Claim^s unto
HARRIS TRUST AND SAVINGS BANK, 111 West Monroe Street, Chicago, Illinois 60690, a corporation of Illinois

as Trustee under the provisions of a trust agreement dated the 8th day of November 1979

known as Trust Number 40037 the following described real estate in the County of Cook
and State of Illinois, to-wit:

IN THE 94-46 WEST GUNNISON CONDOMINIUM,
Unit 3E, as delineated on the Plat of Survey of the following
described parcel of real estate: Lot 73 in Castlewood, a sub-
division of Lot 4 lying East of Sheridan Road and North of the
South 5.20 chains of Section 8, township 40 North, Range 14,
East of the Third Principal Meridian in Fussey and Fennimore
Subdivision of the South East fractional quarter of Section 8,
Township 40 North, Range 14 East of the Third Principal Meridian,
in Cook County, Illinois; which survey is attached as Exhibit "A"
to the Declaration of Condominium Ownership recorded as Document
No. 25284420 together with an undivided 16 2/3 interest in the
common elements (excepting from said parcel the property and space
comprising all the units as defined and set forth in said
declaration and survey), all in Cook County, Illinois. (see rider)
DO 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 or 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 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 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 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 it, his or their
predecessors 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, or 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 waive and release 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 hand and
seal this 20 day of MAY 1980

Kenneth Piekut
Kenneth Piekut

COCK COUNTY, ILLINOIS
FILED FOR RECORD
(SEAL)
RECORDED OF DEEDS
(SEAL)
25492413
(SEAL)
JUN 20 AM 9:52

THIS INSTRUMENT WAS PREPARED BY
Nan M. Gold 127 North Dearborn Chicago, Illinois 60602
Name Address

DATE 5-14-80
BUYER, SELLER, REPRESENTATIVE
Nan M. Gold
CHICAGO TRANSFER TAX PROVISIONS
SEC. 200.1-2 (B-6) OR PARAGRAPH 2 (B-6) OF THE CHICAGO TRANSFER TAX PROVISIONS.

Exempt under provisions of Paragraph 2 (B-6) of the Chicago Transfer Tax Act.
Nan M. Gold
Buyer, Seller or Representative

25492413

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

ss. I, LAURA L. MULLIN

a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
KENNETH E. PIEKUT, A BACHELOR

_____ who is
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 7th day
of May 19 80

Laura L. Mullin
Notary Public.

My Commission Expires on: October 10, 1983



25 492 413

BOX 8

TRUST No.....

DEED IN TRUST

TO
HARRIS TRUST AND SAVINGS BANK
TRUSTEE
PROPERTY ADDRESS

HARRIS TRUST AND SAVINGS BANK
CHICAGO
111 West Monroe Street

UNOFFICIAL COPY

RIDER TO DEED FROM
KENNETH PIEKUT, NOMINEE, TO HARRIS
TRUST AND SAVINGS BANK AS TRUSTEE
UNDER TRUST NO. 40037

844-46 West Gunnison Street, Unit 3-E

Unit was vacant at time Declaration of Condominium Ownership was filed, hence no tenant had a right of first refusal.

Grantor also hereby grants to the grantee, its successors and assigns its 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, 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, and the right to grant said rights and easements in conveyances and mortgages of said remaining property.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

25 492 413
County Clerk's Office
END OF RECORDED DOCUMENT