

UNOFFICIAL COPY

DEED IN TRUST

25507547

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Mary P. Shumake, a single woman having never been married 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 and warrant to 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 5th day of November 1979, and known as Trust Number 47780 the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof.

COOK COUNTY ILLINOIS FILED FOR RECORD

RECORDERS OF DEEDS

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10.00

This transaction exempt under provisions of Paragraph E, Section 2021-2026, Chicago Transaction Tax Ordinance.

Date 11-19-79 Buyer, Seller or Representative

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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to make any subdivision or part thereof, and to redivide said real estate, or 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 of 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, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to run for any term, in fee simple or for any period or periods of time, not exceeding in the case of any single demise the term of ten 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, in whole or in part, 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 requiring the manner of frame 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 easements or charges of any kind, to lease, convey or assign any right, title or interest in or 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 should 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, be obliged to inquire into the application of any purchase money, rent or money borrowed or advanced on said real estate, or to be obliged to see that the terms of this deed 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 privileged to inquire into any of the terms of said Trust Agreement and every deed, trust deed, mortgage 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 claiming under said Trustee or any successor in trust, in relation to said real estate, and effect of the said sub-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 other deeds, trusts, mortgages or other instruments executed by said Trustee, or any successor in trust, may only be asserted and enforced to the extent and in the manner provided in this deed, trust deed, mortgage or other instrument and only if the conveyance is made to a successor or successor 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 the last or their predecessors in trust.

This conveyance is made upon the express understandings, 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 if or that of it or their agents or attorneys may do or omit to do in or about the said real estate, or in the provisions of this deed or said Trust Agreement or any instrument hereon, or for injury to property hereon or in or about said real estate, and all such liabilities being hereby expressly waived and released, no 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 Trust, hereunder or under said Trust Agreement, or that it shall be liable for any such liability, or for injury to property hereon, or in or about said real estate, in its own name, as Trustee of an express trust and not individually, and the Trustee shall have the obligation whatever 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 who have or 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, assets 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 earnings, assets and proceeds thereof as aforesaid, the interest hereof being in and to 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 provided.

And the said grantor hereby expressly waives and releases, in 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 19th day of November, 1979.

THIS INSTRUMENT PREPARED BY CARL L. RUSSO, ATTORNEY-AT-LAW, 8000 BEARS TOWER CHICAGO, ILL 60606. Mary P. Shumake

Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary P. Shumake

Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary P. Shumake is she subscribed to the foregoing instrument, appeared before me in person and acknowledged that she 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 seal this 19th day of November, A.D. 1979.

My commission expires FEB. 6, 1984

American National Bank and Trust Company of Chicago Box 221

50 East Bellevue Place Chicago, Illinois For information only insert street address of above described property.

This transaction exempt under provisions of Paragraph E, Section 2021-2026, Chicago Transaction Tax Ordinance.

Date 11-19-79 Buyer, Seller or Representative

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## EXHIBIT A

Unit No. 506 in 50 East Bellevue Condominium as delineated on the Survey of the following described parcel of real estate:

The West 12 feet of Lot 31 and all of Lots 32 to 37 both inclusive, and East 8 feet to Lot 38 in Block 1 in Potter Palmer's Lake Shore Drive Addition to Chicago in Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which Survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 50 East Bellevue Condominium Association made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated March 24, 1978 and known as Trust No. 54019, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25221794; together with its undivided percentage interest in the Common Elements.

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**END OF RECORDED DOCUMENT**