

DEED IN TRUST

25677960

11.00

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, TIRRELL H. JOHNSON and BARBARA S. JOHNSON, his wife, 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 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 9th day of October 1980, and known as Trust Number 51031, the following described real estate in the County of Cook and State of Illinois, to wit:

LEGAL DESCRIPTION SET FORTH ON RIDER ATTACHED HERETO AND HEREBY INCORPORATED HEREIN AND MADE PART HEREOF.

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

11-21-80 Date

Buyer, Seller or Representative

This instrument prepared by: David S. Chernoff, Esq. One North LaSalle Street Chicago, Illinois 60602

Property of Cook County, Illinois

under provisions of Paragraph e, Section 4 of the Chicago Transfer Tax Ordinance, 11-21-80 Date

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 said subdivision or part thereof, and to reasonable use and 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 of the title, with all powers and authorities vested in said Trustee, to demise, 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 commence in the present or in the future, and upon any term 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 purchase the whole or any part of the reversion and to contract respecting the manner of fitting the same as a tenant or future tenant, 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 release, convey or assign any right, title or interest in or about or incident 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, but in a manner 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 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 Deed or said Trust Agreement or any amendment thereto, 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 one or more beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever 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 hereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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 successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for attachment or any 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 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 one or more beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever 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 hereof). All persons and corporations whatsoever 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, profits 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 not real estate, and shall be subject to the same laws, rules and procedures as real estate, but only an interest in earnings, profits 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 fee simple, in and to all of the real estate above described.

If the title in 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 grantors 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantors, aforesaid, have hereunto set their hand, seal and

seal this 9th day of October 1980

Tirrell H. Johnson Barbara S. Johnson

STATE OF ILLINOIS, MARY ANN WINTERLIN, a Notary Public in and for said County of COOK, do hereby certify that TIRRELL H. JOHNSON and BARBARA S. JOHNSON, his wife,

personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 9th day of October 1980

My commission expires Nov. 21, 1982

American National Bank and Trust Company of Chicago Box 221

For information only insert street address of above described property.

Document Number 25677960

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1980 NOV 24 AM 9:00

Sidney H. Olson
RECORDER OF DEEDS
25677960

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER ATTACHED TO AND PART
OF DEED IN TRUST DATED OCTOBER 9, 1980, FROM
TIRRELL H. JOHNSON AND BARBARA S. JOHNSON, HIS
WIFE, TO AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO AS TRUSTEE U/T/A NO. 51031

25677960

Unit 4D in 990 Lake Shore Drive Condominium, as delineated on the survey of
the following described parcel of real estate:

Lots A, B, C and D in Walker's Subdivision of Lot 1 in Holbrook and
Shepard's Subdivision of part of Block 8 in Canal Trustees' Subdivision
of the South Fractional 1/2 of Fractional Section 3, Township 39 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, Easements, Restrictions, Covenants and By-Laws made by La Salle
National Bank, as Trustee under Trust #42002 which Declaration was
recorded May 30, 1973, as Document 22,342,070; together with the undivided
.6010 percentage interest appurtenant to said Unit in said parcel (excepting
from said parcel all of the property and space comprising all the units as
defined and set forth in said Declaration and survey).

END OF RECORDED DOCUMENT