

# UNOFFICIAL COPY

25818403

10.00

6784291 SKK/16

This Indenture Witnesseth, That the Grantors RICHARD NASH and CONSTANCE J. NASH, his wife

of the County of Cook and State of Illinois for and in consideration of Ten and no/100 (\$10.00) Dollars,

and other good and valuable considerations in hand paid, Convey and Warrant unto the FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, Illinois, a banking corporation duly organized and existing under and by virtue of the laws of the United States of America and duly authorized under the laws of the State of Illinois to accept and execute trusts, as Trustee under the provisions of a trust agreement dated the

25th day of February 19 81, known as Trust Number R-2634, the following described real estate in the County of COOK and State of Illinois,

to-wit:  
Unit 1220-3E in the Sissilla Condominium as delineated on a survey of the following described real estate:  
Lots A and B in Lott's Resubdivision of Lots 5 to 9 and Lot 18 and of alleys South and adjoining said Lots 7 and 8 and the East 10 feet of Lot 6 and West and adjoining Lot 9 vacated by Ordinance recorded as Document Number 7945771 in Central Street Addition to Evanston, being that part of the North West 1/4 of fractional Section 7, Township 41 North, Range 14 East of the Third Principal Meridian, lying South of the South line of Central Street and East of the East line of Asbury Avenue and West of the West line of right of way of the Sanitary District, in Cook County, Illinois, which survey is attach as Exhibit "A" to the Declaration of Condominium recorded as document number 25442598 together with its undivided percentage interest in the common elements.

TO HAVE AND TO HOLD the said premises with the appertanances 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, to 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 praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of a single demise the term of 198 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 option 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 the premises 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 its, his or their predecessor 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, 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 S 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 grantors S aforesaid have hereunto set their hands and

seal S this 15 day of MARCH 19 81

THIS DEED PREPARED BY: John C. Dugan  
1200 Central Suite #308 (Seal)  
WILMETTE, Illinois 60091 (Seal)

Richard Nash (Seal)  
Constance J. Nash (Seal)

EXEMPT UNDER PAR. E SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT

DATE 3/15/81

25818403

BOX 533

STATE OF ILLINOIS

County of Cook

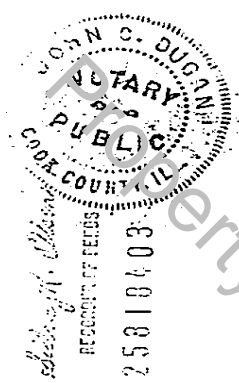
I, John C. DUGAN

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard Nash and Constance J. Nash, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 15th day of MARCH A. D. 19 81

John C. DUGAN Notary Public. My commission expires:



This deed is executed for the purpose of eliminating the rights of the Grantors herein as established by certain Articles of Agreement recorded as Document 25795551

COOK COUNTY CLERK'S OFFICE  
1981 MAR 26 PM 10:10

25818403

TRUST NO. \_\_\_\_\_

**DEED IN TRUST**  
WARRANTY DEED

TO  
First National Bank  
and Trust Company  
of Evanston  
TRUSTEE

After recording, please return this document by mail to  
FIRST NATIONAL BANK AND TRUST  
COMPANY OF EVANSTON  
Trust Department

END OF RECORDED DOCUMENT