

# UNOFFICIAL COPY

**This Indenture Witnesseth, That the Grantor** SHIRLEY HERSHMAN, married  
55847795  
 to SEYMOUR HERSHMAN, who joins in this Deed for the sole purpose of waiving  
 marital and homestead rights, if any  
 of the County of COOK and the State of ILLINOIS for and in consideration of  
TEN AND NO/100 (\$10.00) Dollars,  
 and other good and valuable consideration in hand paid, Convey and Warrant unto LASALLE NATIONAL  
 BANK, a national banking association, of 135 South La Salle Street, Chicago, Illinois, its successor or successors as Trustee under the  
 provisions of a trust agreement dated the 1st day of April 1981 known as Trust Number  
103852, the following described real estate in the County of Cook and State of  
 Illinois, ~~XXXX~~ commonly known as 38 East Schiller, Chicago, Illinois, to-wit:

Lot 2 in Ostrom's Subdivision of Lots 23 to 26 inclusive,  
 in Block 4 in Catholic Bishop of Chicago's Lake Shore  
 Drive Addition to Chicago, in the North 1/2 of Section 3,  
 Township 39 North, Range 14, East of the Third Principal  
 Meridian, in Cook County, Illinois.

Subject to: General real estate taxes for 1980, 1981 and  
 subsequent years; party wall and party wall rights on the  
 West and East lines of the land; and reservation of the  
 North 9 feet of land for a private alley, as shown on the  
 Plat of Ostrom's Subdivision; and claim for lien for  
 \$7,495.00 recorded July 25, 1979 as Document 25062150,  
 made by Engler, Meier & Justus, Inc. and against Dr. Seymour  
 Hershman and American National Bank and Trust No. 40446.

**Exempt** under Real Estate Transfer Tax Act Sec. 2  
 Par.      & Cook County Ord. 55104 Par.     

Date 23 April 1981 Sign. [Signature]

Permanent Real Estate Index No 17-03-103-014-0000

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 provide 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 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  
 easement 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 cases made and provided.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, as aforesaid has hereunto set their hand and seal this

23rd day of April, 1981

(SEAL) X [Signature]  
 SHIRLEY HERSHMAN

[Signature] (SEAL)  
 SEYMOUR HERSHMAN, who joins in this  
 Deed for the sole purpose of waiving  
 marital and homestead rights, if any

25847795

# UNOFFICIAL COPY

1981 APR 23 PM 1 15

RECORDED

STATE OF ILLINOIS  
COUNTY OF COOK

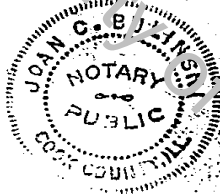
APR-23-81 25847795 REC 10.00

Notary Public in and for said County, in the State aforesaid, do hereby certify that SHIRLEY HERSHMAN, married to SEYMOUR HERSHMAN, who joins in this Deed for the sole purpose of waiving marital and homestead rights, if any,

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 23rd day of April, A.D. 1981

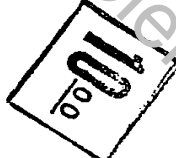
Joan C. Bulinski  
Notary Public.



This instrument prepared by  
Paula Kaplan Berger  
McDermott, Will & Emery  
111 West Monroe Street  
Chicago, Illinois 60603

Cook County Clerk's Office

25847795



BOX 350

Deed in Trust  
WARRANTY DEED

ADDRESS OF PROPERTY

TO  
LaSalle National Bank  
TRUSTEE

B027 AP

END OF RECORDED DOCUMENT