

RECEIVED IN BAD CONDITION

UNOFFICIAL COPY

DEED IN TRUST

25979755

10.00

Form 191 Rev. 11-71

The above space for recorder's use only

68-40-933

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Charles J. Perreault and Rosalie A. Perreault, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN & 00/100 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 27th day of June 1981, and known as Trust Number 53673, the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL 1:
 UNIT NUMBER 240A, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THAT PART OF ORIGINAL LOTS 27 AND 28 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDARY AND DESCRIBED AS FOLLOWS, TO WIT:
 BEGINNING AT A POINT IN THE SOUTH LINE OF MELROSE STREET 148 FEET 6.5 INCHES WEST OF THE INTERSECTION OF THE SOUTH LINE OF MELROSE STREET AND THE WEST LINE OF SHERIDAN ROAD; THENCE SOUTH 101 FEET 6.5 INCHES ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 27 IN PINE GROVE AFORESAID AND 109 FEET 7.5 INCHES EAST OF THE EAST LINE OF EVANSTON AVENUE; THENCE EAST 9 FEET MORE OR LESS TO A POINT 139 FEET 7 INCHES WEST OF AND PARALLEL TO THE WEST LINE OF SHERIDAN ROAD; THENCE SOUTH ON SAID LINE TO A POINT IN THE NORTH LINE OF BELMONT AVENUE (BEING A LINE 33 FEET NORTH OF THE SOUTH LINE OF ORIGINAL LOT 28 IN PINE GROVE) 139 FEET 7 INCHES WEST OF THE WEST LINE OF SHERIDAN ROAD; THENCE EAST ALONG THE NORTH LINE OF BELMONT AVENUE 139 FEET 7 INCHES TO THE WEST LINE OF SHERIDAN ROAD; THENCE NORTH ALONG THE WEST LINE OF SHERIDAN ROAD 331 FEET 1 INCH TO THE SOUTH LINE OF MELROSE STREET; THENCE WEST ALONG THE SOUTH LINE OF MELROSE STREET 148 FEET 6.5 INCHES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR HARBOR HOUSE CONDOMINIUM ASSOCIATION, MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1976 KNOWN AS TRUST NUMBER 50400, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23481AS; TOGETHER WITH AN UNDIVIDED .338 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS

PARCEL 2:
 EASEMENTS APPURTENANT TO PARCEL 1, AS CREATED BY A DOCUMENT DATED SEPTEMBER 17, 1951 AS DOCUMENT NUMBER 15178910 AND AS AMENDED BY AN AGREEMENT RECORDED JULY 19, 1967 AS DOCUMENT NUMBER 20201519, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

Notary Public
 State of Illinois
 My Comm. Expires
 I am Notary for
 Estate Trust
 Date

25979755

UNOFFICIAL COPY

Prepared by Edward J. Wilson
5772 N. Lake Shore Dr.
Chicago, Ill. 60657

Exempt under the provisions of R.C. 57.15
from transfer tax and recording fee.

COOK COUNTY, ILLINOIS
FILED FOR RECORDS

Edward J. Wilson
RECORDING OFFICER

1981 AUG 26 PM 1:23

25979755

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 vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, in order to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, in 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, to lease or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, or to lease to commence in the present or in the 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 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 the same appurtenant 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 ends and purposes 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, 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 trust 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, lease 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 the Registrar of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument, and that at the time of the delivery thereof the trust created by this instrument 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 all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, 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.

This conveyance is made upon the express understanding and condition 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 anything it or they 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 the said real estate, 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 the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, 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 thereof). All persons and corporations whomsoever 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 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, 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 in 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 grantor S... 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 exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S... aforesaid by VE hereunto set their hand, S... and seal S... this 25th day of August, 1981
Edward J. Wilson (SEAL) Rosalie A. Perreault (SEAL)

STATE OF Illinois } I, Leonard Edelson
County of Cook } ss. a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles J. Perreault and Rosalie A. Perreault, 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 seal this 25th day of August, A.D., 1981
Edward J. Wilson Notary Public

My commission expires March 27, 1983

American National Bank and Trust Company of Chicago
Box 221

Unit 2408, 3200 N. Lake Shore Dr.
Chicago, Illinois 60657
For information only insert street address of above described property.

This space for affixing Riders and Revenue Stamps
HEREBY DECLARED THAT THE FOREGOING DEED REPRESENTS A TRANSACTION EXEMPT FROM RECORDING TAX AND GROUND TAX
Document Number 25979755

68-40-833

END OF RECORDED DOCUMENT