

# UNOFFICIAL COPY

## DEED IN TRUST

1979 JUN 22 PM 2 36  
Sandy K. Olson

25018410

RECORDED IN DEEDS  
COOK COUNTY ILLINOIS

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, ~~6 Thomas C. Catalano, a Bachelor~~ and  
Virginia Lawson, a Spinster and State of Illinois, for and in consideration  
of the County of Cook

of the sum of Ten 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 18th day of June 19 79, and known as Trust Number 46618

the following described real estate in the County of COOK and State of Illinois, to wit:  
Unit 1812 in the 3100 Lake Shore Drive Condominium, as delineated  
on a survey of the following described real estate:

Part of Lot 1 and accretions thereto of Lake Front Addition,  
being a Subdivision of Sub-Lot 1 (except the South 33 feet  
thereof) of the Assessor's Subdivision of Lots 1 and 2 of  
the City of Chicago Subdivision of the East Fractional 1/2 of  
Section 28, Township 40 North, Range 14, East of the Third  
Principal Meridian, lying West of the Westerly line of  
Lincoln Park in Cook County, Illinois,

which survey is attached as Exhibit 'A' to the Declaration of  
Condominium recorded as Document 24999699 together with its  
undivided interest in the common elements.

GRANTOR ALSO HEREBY GRANTS TO GRANTEE, THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS  
AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND  
EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF  
CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND  
ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE  
BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT  
SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING  
PROPERTY.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS  
OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THE TENANT OF THE UNIT: (insert one of four)

- (1) WAIVED THE RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT AS SET FORTH IN SECTION 30 OF THE ILLINOIS CONDOMINIUM PROPERTY ACT,
- (2) FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT AS SET FORTH IN SECTION 30 OF THE ILLINOIS CONDOMINIUM PROPERTY ACT,
- (3) HAD NO RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT AS SET FORTH IN SECTION 30 OF THE ILLINOIS CONDOMINIUM PROPERTY ACT, OR,
- (4) THE TENANT OF THE UNIT IS THE PURCHASER.

This instrument was foreclosed by  
Phyllis M. Mordahl, 29 S. LaSalle  
Chicago, Illinois

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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 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 redivide said real 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 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 lease in gross 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 and to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant a security charge of any kind, to release, convey or assign any right, title or interest in or about or connected 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 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, 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 his successor, 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 (including the Registrar of Titles of said State) 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 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 thereof, if any, and binding upon all beneficiaries thereof, (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 his, his or their predecessor in trust.

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 successor 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 thereof, 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 him in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably authorized for such purposes, or, at the direction 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 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, avails 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, avails 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 records 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 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 grantor, aforesaid has hereunto set hand

seal this 18th day of JUNE 1979  
Thomas Catania [SEAL] Virginia Lawson [SEAL]  
Thomas Catania [SEAL] Virginia Lawson [SEAL]

STATE OF Illinois ) I, Phillip M. Migdal, a Notary Public, in and for the County of Cook ) ss. County, in the State aforesaid, do hereby certify that Thomas Catania and Virginia Lawson

personally known to me to be the same person as 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 release and waiver of the right of homestead. GIVEN under my hand and seal this 18th day of June Phillip M. Migdal My commission expires February 1, 1982

American National Bank and Trust Company of Chicago  
Box 221

UNIT 1812  
3100 N. LAKE SHORE DR.  
CHICAGO, ILLINOIS  
For information only insert street address of above described property.

Buyer, Seller or Representative  
Date 7-22-79  
Exempt under provisions of Paragraph 10, Section 2013, Real Estate Transfer Tax Act.

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END OF RECORDED DOCUMENT