

DEED IN TRUST
(WARRANTY)

25 050 229

1979 JUL 13 PM 1:30

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor X Candace Olita, a spinster

of the County of Cook and State of Illinois, for and in consideration of the sum of TEN (\$10.00) Dollars, (s10.00)

acknowledged, Convey S XXXXXXXXXXXXX unto Deerbrook State Bank, an Illinois bank, a corporation of Deerfield, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 2 day of June, 1979, and known as Trust Number 252, the following described real estate in the County of COOK and State of Illinois, to-wit:

LEGAL DESCRIPTION CONVEYING UNIT 1703 ATTACHED AS A RIDER HERETO

Unit No. 1703; and the right to exclusive use and possession, as a limited common element of Parking Space No. 83 in La Salle Terrace Condominium as delineated on a survey of the following real estate:

PARCEL 1:

The North 1/2 of the North 1/2 of that part of the East 1/2 of Lot 111 in Bronson's Addition to Chicago, lying West of La Salle Street in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian (except that part dedicated for alley and except that part conveyed to the City of Chicago for the widening of North La Salle Street), in Cook County, Illinois.

PARCEL 2:

The South 1/2 of the North East 1/4 of that part of Lot 111 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, which lies between Wells Street and La Salle as originally laid out and opened except that part of said premises dedicated for an alley and also except that part thereof lying between the West line of North La Salle Street as originally laid out and opened and a line 14 feet West of and parallel with the West line of North La Salle Street as originally laid out and opened conveyed to the City of Chicago by deed recorded September 17, 1929 as Document Number 10481422 in Cook County, Illinois.

PARCEL 3:

The South 1/2 of the East 1/2 of that portion of Lot 111 lying between Wells Street and La Salle Street and the North 12 feet of the East 1/2 of that portion lying between said streets of Lot 112 in Bronson's Addition to Chicago (except those portions thereof taken for public alley and except that portion thereof taken for La Salle Street by ordinance of January, 1859 and except that part thereof described as follows: lying between the West line of North La Salle Street and a line 14 feet West of and parallel with the West line of North La Salle Street) in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document No. 24876660 together with an undivided .67379 percentage interest in the common elements.

THE TENANT, IF ANY, OF THIS UNIT HAS EITHER WAIVED OR HAS FAILED TO EXERCISE HIS RIGHT OF FIRST REFUSAL TO PURCHASE THIS UNIT, OR HAD NO SUCH RIGHT OF FIRST REFUSAL PURSUANT TO CHAPTER 100.02 OF THE MUNICIPAL CODE OF CHICAGO.

25-65-11-1077C



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UNOFFICIAL COPY

SUBJECT: 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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and 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 of 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 leases 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 real estate 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 or easement 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 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, part of money borrowed or advanced on the trust property, or be obliged to see that the terms of the 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 trust property 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 Deed 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 herein and in said Trust Agreement or in all amendments thereof, if any, and is 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 the Grantee, neither 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 thereto, or for injury to person or property, or for negligence, or for any liability 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 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 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, avails and proceeds arising from the sale or any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right or interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof. Said interest hereof being to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 hereby expressly waives and releases any and all right or benefit and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution of a judgment.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set hand and seal this 25th day of June, 1979.

[Seal] Candace Olita [Seal]

STATE OF Illinois)
COUNTY OF Cook) ss.

I, ALAN FEINBERG, a Notary Public in and for said County, in the State of Illinois, do hereby certify that CANDACE OLITA, a spinster, personally known to me to be the same person X whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 25th day of June, 1979.

Commission expires May 18, 1983.

Document Prepared By: ALAN FEINBERG
188 W. Randolph Street
Chicago, IL 60601

ADDRESS OF PROPERTY: 1540 N. [unclear]
CHICAGO, ILL. 60642
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO: [unclear] (Name)
[unclear] (Address)

REVENUE STAMPS HERE

25 050 229

DOCUMENT NUMBER 25(50)229

OF RECORDED DOCUMENT