

WARRANTY DEED IN TRUST

25077182

The above is for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, CLARK G. HAGERTY and JEAN G. HAGERTY, is wife, of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO and existing as a national banking association under the laws of the United States of America, 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 7th day of July 1978, and known as Trust Number 24217, the following described real estate in the County of Cook and State of Illinois, to-wit:

SEE LEGAL ATTACHED HERETO AND MADE A PART HEREOF.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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SUBJECT TO real estate taxes for 1978 2nd installment and subsequent years.

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 and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey 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 present or in future, and upon any terms and for any term 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, to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of payment 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 it could 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, be held liable 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 to 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, nor 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, including the Registrar of Titles of said county 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 all amendments thereof, 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 the trust, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank 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 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, any trustee or director of 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 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, the intention hereof being to vest in said Trustee The Cosmopolitan National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

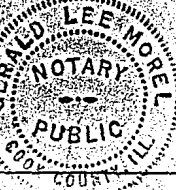
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register trust or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S. aforesaid have hereunto set their hands and seal of this 2nd day of July 1979.

Clark G. Hagerty (SEAL) Jean G. Hagerty (SEAL)

State of ILLINOIS, the undersigned, I, a Notary Public in and for said County, in the County of COOK, SS. the state aforesaid, do hereby certify that Clark G. Hagerty and Jean G. Hagerty, his wife,



personally known to me to be the same person, whose name is 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 22nd day of July 1979. Notary Public

Exempt in det provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act. DATE: 7/22/79. Buyer, Seller or Representative: [Signature]

This space for affixing fiduciary and Revenue Stamps

Office 1066 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO 801 NORTH CLARK STREET CHICAGO 10, ILLINOIS Document Number 25077182

C# 6710259

Chicago, Illinois 60602

This instrument prepared by Gerald L. Morel, 134 N. LaSalle St., Chicago, Illinois 60602

Unit No. 6301 as delineated on survey of the following described parcels of real estate in Cook County, Illinois (hereinafter referred to collectively as "Parcel"):
Parts of the land, property and space below, at and above the surface of the earth, located within the boundaries projected vertically upward and downward from the surface of the earth, of a parcel of land comprised of Lot seventeen (17) (except the East 16 feet thereof) and all of Lots eighteen (18) to twenty eight (28) inclusive, in Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks fourteen (14) and twenty (20) in Canal Trustees' Subdivision of the South Fractional Quarter of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian; also Lots one (1) to four (4) inclusive, in County Clerk's Division of the West 300 feet of that part of Lots sixteen (16), seventeen (17), eighteen (18) and nineteen (19) of Block fourteen (14) lying East of the Lincoln Park Boulevard in the Canal Trustees' Subdivision of the South Fractional Quarter of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, conveyed by Deed dated July 27, 1973 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 30, 1973 as Document No. 22418957, from John Hancock Mutual Life Insurance Company, a Massachusetts corporation, to LaSalle National Bank, a national banking association, not individually, but as Trustee under a Trust Agreement dated February 15, 1973, and known as Trust No. 45459, which survey (hereinafter called "Survey") is attached as Exhibit "A" to the Declaration of Condominium Ownership, Easements, Restrictions, Covenants and By-Laws for 175 East Delaware Place, Chicago, Illinois (hereinafter called "Declaration"), recorded on August 10, 1973, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22434263, together with an undivided .14777 percent interest in the Parcel (excepting from the Parcel all of the property and space comprising all Units as defined and set forth in the Declaration and Survey).

Mortgagor also hereby grants to Mortgagee, its 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, and in the Deed recorded July 30, 1973, as Document No. 22418957, and in the Declaration of Zoning Restrictions recorded July 30, 1973, as Document No. 22418956, and in the Operating Agreement recorded August 10, 1973, as Document No. 22434264.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the Declaration, the Deed, the Declaration of Zoning Restrictions and the Operating Agreement, the same as though the provisions of the aforesaid documents were recited and stipulated at length herein.

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