

658 67-26-605E

DEED IN TRUST

25112581

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, S. Richard Fine, a bachelor and Raymond A. Jensen, a bachelor of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and n0/100----- 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 31st day of July 19 79, and known as Trust Number 47207, the following described real estate in the County of Cook and State of Illinois, to wit:

Attached hereto as Exhibit A

Unit No. 250 in CONSTELLATION CONDOMINIUM, as delineated on a survey of the following described real estate:

PARCEL 1: The North 50 feet of Lot "B" in Block 1 in the Catholic Bishop of Chicago Subdivision of Lot 13 in Bronson's Addition to Chicago in the East Half of the Northeast Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

And

PARCEL 2: That part of ground adjoining Parcel 1 herein, on the West, North and East thereof, more particularly described as follows: BEGINNING at the Southwest corner of the North 50 feet of Lot "B" in Block 1 in the Catholic Bishop of Chicago Subdivision of Lot 13 in Bronson's Addition to Chicago, hereinafter referred to as Parcel 1; thence West along the South line of said Parcel 1 projected West a distance of 22 feet; thence North parallel to the West line of said Parcel 1 and along a line 22 feet West of said West line of Parcel 1, a distance of 70 feet; thence East parallel to the North line of said Parcel 1 along a line 20 feet North of said North line of Parcel 1, a distance of 161 feet 11-1/4 inches, more or less, to a point 8 feet East and 20 feet North of the Northeast corner of said Parcel 1; thence South parallel to the East line of said Parcel 1, and along the center line of the alley being 8 feet East of said East line of said Parcel 1, a distance of 70 feet, more or less, to a point in the center of said alley 8 feet East of the Southeast corner of said Parcel 1; thence West 8 feet to the Southeast corner of Parcel 1; thence North along the East line of Parcel 1, 50 feet; thence West along the North line of Parcel 1, 131 feet 11-1/4 inches; and thence South along the West line of Parcel 1, 50 feet to the point of beginning, in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 2510190, together with its undivided percentage interest in the common elements, as set forth in said Declaration.

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, 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 right of first refusal, pursuant to the Illinois Condominium Property Act, or is the purchaser thereof.

10.00

Exempt under provisions Real Estate Finance Date 8-5-79

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Howard w/e # 140658

COOK COUNTY ILLINOIS
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Buyer, Seller or Representative
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2001-206

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, maintain, repair 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 execute said real estate as often as desired, in contrast to sell, to grant options to purchase, to sell on any terms, to convey either with or without condition, 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 lease to commence in present or in future, and upon any terms and for any fixed or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any fixed 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 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 in exchange said real estate, or any part thereof, for other real or personal property, to grant easements or other rights, to release, convey or waive any right, title or interest in or about or connected with said real estate or any part thereof, and to execute 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 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 prevented 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 the same, claiming under any such conveyance, estate 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 hereunder (or 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 (c) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and 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 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 to 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 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 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 whosoever 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 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 to 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 or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S... aforesaid has hereunto set their hand, S... and seal, S... this ninth day of August 1979.
S. Richard Fine [SEAL] Raymond A. Jensen [SEAL]

STATE OF Illinois ss. Barbara Bredberg, a Notary Public in and for said County of Cook and Raymond A. Jensen

personally known to me to be the same person S... whose names S... 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 set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and seal this 9th day of August

My commission expires September 8, 1980

American National Bank and Trust Company of Chicago
Box 221

1555 No. Dearborn
Chicago, Illinois 60610
For information only insert street address of above described property.

