

UNOFFICIAL COPY

DEED IN TRUST

25159822

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **ALLEN A. SCHUH**, a bachelor,
 as nominee,
 of the County of **Cook** and State of **Illinois**, for and in consideration
 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, Conveyed
 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 **1st** day of **July** 1979, and known as Trust Number 47463,
 the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

SEE ATTACHED

Allen A. Schuh
RECORDED AS DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

25159822

SEP 24 '79 11:00 AM

E-4 1401369 SEP 21 67 59-708

TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, 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, 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 reutilize said real estate as often as desired, in 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, in deede, to dedicate, to mortgage, to lease or otherwise encumber said real estate, or any part thereof, to lease, to convey, to release, to assign, to release, to modify leases and the terms and provisions thereof at any time or times hereafter, in 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 premises and to contract respecting the manner of filing the same of present or future records, to partition or to purchase said real estate or any part thereof, for other real or personal property, in grant, assignment or otherwise of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and in 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 it, 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, mortgaged or otherwise encumbered 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, or be obliged or restricted 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 taking under any such conveyance, lease or other instrument, but 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, and 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, and 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 that if the conveyance in title 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 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 thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly released 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 the Trustee in the name of the Trust beneficiary 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 whatsoever 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 profits, as well as principal, 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 profits, as aforesaid, and the intent hereof being to vest 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 heretofore 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, releases and releases, 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 execution or otherwise.

In Witness Whereof, the grantor, aforesaid, has hereunto set his hand and seal this **1st** day of **July**, 19**79**.

Allen A. Schuh
Allen A. Schuh

STATE OF **ILLINOIS** } I, **Mary B. Furman**, a Notary Public in and for said
 County of **Cook** } County, in the State aforesaid, do hereby certify that **Allen A. Schuh**

personally known to me to be the same person, whose name _____ subscribed to the foregoing instrument, and who appeared before me this day in person and acknowledged that _____ he delivered the said instrument as _____ 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 **1st** day of **July**, 19**79**.

My commission expires **January 10, 1983**

This American National Bank and Trust Company of Chicago document prepared by **Box 221 Allen A. Schuh, One IBM Plaza, Suite 4040, Chicago, IL 60611**

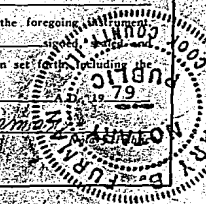
3430-3440 Lake Shore Dr
For information only insert street address of above described property.

200.1 236 City Stamp

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This transaction is exempt under provisions of Paragraph (g), Section 4, of the Real Estate Transfer Tax Act.

1980



LEGAL DESCRIPTION:

Unit No. 166^{ANS}, in 3440 Lake Shore Drive Condominium as delineated on Plat of Survey of the following described parcel of real estate:

Lots 1 and 2 in Owners Division of that part of Lot 26 (except the Westerly Two Hundred feet thereof) lying Westerly of Sheridan Road in the Subdivision of Block 16 in Hundley's Subdivision of Lots 2 to 21 and 33 to 37 in Pine Grove in Fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which Plat of Survey is attached as Exhibit D to Declaration of Condominium made by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated March 5, 1979 and known as Trust No. 45940 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 25106295, together with its undivided percentage interest in the common elements.

Party of the first part also hereby grants to party(ies) of the second part, and the successors and assigns of the party(ies) of the second part, 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 aforementioned Declaration, and party of the first part 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.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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