

UNOFFICIAL COPY

DEED IN TRUST

Form 191 Rev. 11-71

1979 OCT 18 4 PM 2 55

25199537

RECORDS OF DEEDS
COOK COUNTY ILLINOIS

OCT 19 79 The above space for recorder's use only
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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **SAMUEL JAY PEARSON**, a bachelor,
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, Conveys
and Warrants 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 **21st** day of **August** 19 **79**, and known as Trust Number 47422,
the following described real estate in the County of **Cook** and State of Illinois, to wit:

See Exhibit A for legal description.



25199537

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust 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 to vacate any subdivision or part thereof, and to re-divide 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 present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 199 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 reservation 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 appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof and 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 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 real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of Illinois) relying upon the same, including 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 duly vested with all the title, 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 a breach of 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 by him 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, special, and non-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 as aforesaid, the intention 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 hereby expressly waives S... and releases S... 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, **SAMUEL JAY PEARSON** hereunto set **his** hand and seal, this **22nd** day of **SEPTEMBER**, 19**79**.

[SEAL] **SAMUEL JAY PEARSON** [SEAL]

STATE OF **ILLINOIS** } **PATRICE MORRIS**, a Notary Public in and for said
COUNTY OF **COOK** }²⁵ County, in the State aforesaid, do hereby certify that **SAMUEL JAY PEARSON**

personally known to me to be the same person whose name **is** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **he** is the person who signed, sealed and delivered the said instrument as **his** free and voluntary act, for the uses and purposes therein set forth, including the exercise of the right of homestead.

Witness my hand and seal this **22nd** day of **September**, A.D., 19**79**.

Patrice Morris Notary Public



American National Bank and Trust Company of Chicago
Box 221

257 East Delaware, Unit 2D
Chicago, Illinois 60611
For information only insert street address of above described property.

10.00
Exempt under provisions of paragraph E, Sec. 4, Real Estate Transfer Tax Act.
Date Buyer, Seller or Representative
25199537
Document Number
25199537
This space for affixing the Real Estate Stamp of Illinois, Section 200-1-1-2 (B-6) of the Chicago Transaction Tax Ordinance.
Date Buyer, Seller or Representative

EXHIBIT A

Unit No. 2D, as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

Lot 4 and the East 5 feet of Lot 5 in the Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in Canal Trustees Subdivision of the South 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 257 East Delaware Place, Chicago, Illinois,

25199537

which survey is attached as Exhibit A to Declaration of Condominium Ownership for 257 East Delaware Condominium Association made by National Boulevard Bank, as Trustee under Trust No. 6200, dated February 9, 1979, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25 116 053, together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and Survey).