

DEED IN TRUST

25200552

11.00

DK

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, PARK SHORE EAST ASSOCIATES, an Illinois Limited Partnership 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 and Warranty 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 27th day of March 1979, and known as Trust Number 46087

the following described real estate in the County of Cook and State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

AND MADE A PART HEREOF.

EXEMPT UNDER PROVISIONS OF PARAGRAPH 1, SEC. 200.1-2 (B-6) OR PARAGRAPH 2, SEC. 200.1-4 (B) OF THE CHICAGO IMPROVEMENT TAX ORDINANCE.

DATE 10/18/79 BY Steven Schwab, REPRESENTATIVE

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 to serve 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 either with or without consideration, to execute 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, power and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to lease 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 period 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 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 reversion 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 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 borrowed or advanced on said real estate, or be obliged to see that the terms on which it has 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 interfere 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 purchasing in good faith and for value from said Trustee, or any successor in trust, 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, (c) that said Trustee, or any successor in trust, was duly authorized and empowered in 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 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 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, 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 insofar 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 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 life 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 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 grantors aforesaid have hereunto set their hands and

seal this 10th day of October 1979

PARK SHORE EAST ASSOCIATES BY [Signature]

BY Gregory Heine

STATE OF ILLINOIS, STEVEN SCHWAB, a Notary Public in and for said County of COOK, in the State aforesaid, do hereby certify that Leon D. Finney, Jr. and Gregory Heine

to be the same persons whose names subscribed to the foregoing instrument, appeared before me this 10th day of October 1979 in person and acknowledged that they signed, sealed and delivered the same as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My commission expires on September 29, 1983

Official seal this 10th day of October A.D., 1979

Notary Public

American National Bank and Trust Company of Chicago Box 221

For information only insert street address of above described property.

This instrument prepared by Steven Schwab, 135 S. LaSalle St., Chicago, IL. 66 83 714 C

Exempt under provisions of Paragraph 1, Section 4 Real Estate Transfer Tax Act. Steven Schwab, Buyer - Seller or Representative Date 10/18/79

Document Number

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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1979 OCT 19 AM 11:08

*Sidney K. Olson*

RECORDER OF DEEDS

25200552

LEGAL DESCRIPTION

A tract of land comprising all or a part of the following mentioned Lots Alleys and Street, to wit:

Lots 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 24 and 25 in Block 3 in "Parkview" being a Subdivision made by the Circuit Court Commissioners in partition of the South 20 acres of that part of the SE 1/4 of the SE 1/4 of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of the right-of-way of the Illinois Central R.R. Co.

ALSO

Lots 1, 2 and 5 together with the adjoining East-West and North-South Alleys, all as laid out in the Resubdivision of Lots 7 to 10 and 21 to 23, inclusive, and part of Lots 11 and 20 in Block 3 in "Parkview" above described.

ALSO

Part of the East 14.50 ft. of South Blackstone Avenue lying North of and adjoining the North line of East 63rd Street, extended.

The aforementioned tract of land being a part of the above mentioned property and is described as follows: Beginning at the intersection of the North line of East 63rd Street (being 33 ft. North of and parallel to the South line of the SE 1/4 of Section 14) and the West line of South Harper Avenue, thence North along the West line of South Harper Avenue, a distance of 492 ft.; thence West along a line parallel to the North line of East 63rd Street, a distance of 263 ft.; thence South parallel to the West line of South Harper Avenue, a distance of 62 ft.; thence East parallel to the North line of East 63rd Street, a distance of 93 ft.; thence South parallel to the West line of South Harper Avenue, a distance of 215 ft.; thence West parallel to the North line of East 63rd Street, a distance of 144.60 ft. to the West line of the East 14.50 ft. of South Blackstone Avenue; thence South along the West line of the East 14.50 ft. of South Blackstone Avenue, a distance of 215 ft. to the North line of East 63rd Street, extended; thence East along the North line of East 63rd Street and said North line extended, a distance of 314.60 ft. to the point of beginning, in the City of Chicago, Cook County, Illinois.

END OF RECORDED DOCUMENT