

UNOFFICIAL COPY

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This Indenture Witnesseth, That the Grantor,

John E. Roberts, 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, Convey S and Quit-Claim S into CENTRAL NATIONAL BANK IN CHICAGO, a corporation duly organized 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 21st day of February 1974, and known as Trust Number 20376, the following described real estate in the County of Cook and State of Illinois, to-wit: See rider attached hereto and made part hereof

DEED IN TRUST

LEGAL DESCRIPTION RIDER FOR BRANDENBERRY PARK EAST CONDOMINIUM

UNIT NO. 1518 in BRANDENBERRY PARK EAST CONDOMINIUM, as delineated on a survey of the following described real estate: Lot 1 in Unit 1, Lot 2 in Unit 2, Lot 3 in Unit 3 and Lot 4 in Unit 4 of Brandenberry Park East by Zale, being a subdivision in the Southeast Quarter of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25108489, together with its undivided percentage interest in the Common Elements.

Grantor also hereby grants to Trustee, its successors and assigns, as rights and easements appurtenant to the above real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium.

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

PWTF 140172 OSC

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Sidney H. Olson

RECORDER OF DEEDS

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1979 OCT 29 AM 13:33

SUBJECT TO

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 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 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 praesenti or in futuro, and upon any terms and for any period 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 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 participate in or 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 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 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 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 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 authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with 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 condition that neither Central National Bank in 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, 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 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 any 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 Central National Bank in 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 waive S and release S 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 aforesaid ha S hereunto set his hand and seal this 25th day of September 1979.

Address of Grantee:
CENTRAL NATIONAL BANK IN CHICAGO
120 South La Salle Street
Chicago, Illinois 60603

Common Address:

John E. Roberts [SEAL]
[SEAL]
[SEAL]

Representative

10-27-79
14-66-07

25213444

THIS INSTRUMENT PREPARED BY
STEVE GRANLISTER

312 N. WATERS LN
MT PROSPECT, ILL
60056

[Handwritten signature]

STATE OF Illinois }
County of Cook } ss. Sallie Vloedman

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
John E. Roberts, a bachelor

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 signed, sealed and delivered the said instru-
ment as his 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 25th day of
September A. D. 19 79.

Sallie Vloedman
NOTARY PUBLIC

My commission expires 3-5-82

25213444



Deed in Trust

QUIT CLAIM DEED

TO
CENTRAL NATIONAL BANK
IN CHICAGO
TRUSTEE

BOX 333

TRUST NO. _____

FORM 807-018