

UNOFFICIAL COPY

DEED IN TRUST

25306931

1980 JAN 4 PM 4:41

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, ROBERT L. BAILEY and JO NELL BAILEY, his Wife 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 Warrant-- unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the first day of December 19 79, and known as Trust Number 4166, the following described real estate in County of Cook and State of Illinois, to wit: Street address: Unit 6204, 175 East Delaware Place, Chicago, Illinois 60611
Legal description: - See Rider Attached Hereto -

RIDER ATTACHED TO DEED IN TRUST

10.00 MAIL

UNIT 6204 OF THE 175 EAST DELAWARE PLACE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED COLLECTIVELY AS PARCEL): PARTS OF THE LAND, PROPERTY, AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF LOT 17 (EXCEPT THE EAST 16 FEET THEREOF) AND ALL OF LOTS 18 TO 28 INCLUSIVE, IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO LOTS 1 TO 4 INCLUSIVE, IN COUNTY CLERKS' DIVISION OF THE WEST 300 FEET OF THAT PART OF LOTS 16, 17, 18 AND 19 OF BLOCK 14 LYING EAST OF THE LINCOLN PARK BOULEVARD IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONVEYED BY DEED DATED JULY 27, 1973 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JULY 30, 1973 AS DOCUMENT 22418957, OF JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A CORPORATION OF MASSACHUSETTS, TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NO. 45450, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 175 EAST DELAWARE PLACE, CHICAGO, ILLINOIS, MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NO. 45450 AND RECORDED ON AUGUST 10, 1973 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22434263, TOGETHER WITH AN UNDIVIDED 0.17816 PER CENT INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS

Grantors also hereby grant to Grantee, his, her or their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said real estate set forth in the aforesaid Declaration.

This Deed in Trust 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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Recorder's Office

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Property of Cook County

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes upon the limitations set forth in said Trust Agreement.

Full power and authority consistent with the above described Trust Agreement 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 raise 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 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 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 lease, to lease 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 being 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 assessment 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 permitted 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 relying 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, estate, 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 Amalgamated Trust & Savings Bank Individually, 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 persons or property happening in or about said real estate, any and all such liability being hereby expressly waived and released, any personal 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 purpose, 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 in 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 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 them or any of them shall be only in the earnings, rents and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal, non-vested, 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, rents and proceeds thereof as aforesaid, the intention hereof being to vest in said Amalgamated Trust & Savings Bank 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.

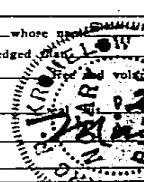
And the said grantor, S, hereby expressly waives, releases, and agrees to release, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S, aforesaid, has hereunto set their hand and seal this first day of December, 1979.

[SEAL] Robert L. Bailey
[SEAL] Jo Nell Bailey

STATE OF Illinois } 1. Marc R. Kromelow } a Notary Public in and for said
County of Cook } as County, in the State aforesaid, do hereby certify that Robert L. Bailey
and Jo Nell Bailey, his Wife

personally known to me to be the same person S whose name appears subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth, including the waiver of the right of homestead.
GIVEN under my hand and seal of the County of Cook, State of Illinois, this 10th day of December, A.D., 1979.
My commission expires 10-18-81



THIS INSTRUMENT PREPARED BY:
Marc R. Kromelow
69 West Washington Street
Chicago, Illinois 60602

Mail to: Amalgamated Bank, 100 S. STATE ST. CHICAGO, ILL. 60603
Attention: TRUST DEPARTMENT

Exempt - No taxable consideration S 4 (e)
Marc R. Kromelow, Attorney and Agent

Stamping and Recording Officers and Agents

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Document Number

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