

DEED IN TRUST

Form 181 Rev. 11-71

The above space for recorder's use only

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Mary P. Shumake, a spinster, 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 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 15th day of January 1980, and known as Trust Number 48881, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof.

COOK COUNTY, ILLINOIS FILED FOR RECORD 1980 FEB 27 11:26

Sidney H. Olson RECORDER OF DEEDS 25375045

10.00

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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 public use, 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 lease to commence in the 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 leases and 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 filing the same, to 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 essential 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, 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 indenture 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 bring 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 it claiming 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 or instrument made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully seised 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 in or by or on their behalf or theirs 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 thereof, 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 purpose, or, at the direction of the Trustee, in its own name, as Trustee of an express trust and not individually (any) by 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 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 in the earnings, profits 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 earnings, profits and proceeds thereof 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 to 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 grantor aforesaid has hereunto set her hand and seal this 12th day of February 1980

THIS INSTRUMENT PREPARED BY: MARY P. SHUMAKE (REAL) CARL L. RUBBO, ATTORNEY-AT-LAW (REAL) 3000 SCARBOROUGH TOWER CHICAGO ILL. 60606

STATE OF ILLINOIS I, Alyce M. Wozinski, a Notary Public in and for said County of COOK, County in the State aforesaid, do hereby certify that Mary P. Shumake, a Spinster

signed, sealed and delivered in person and acknowledged that she is the person whose name is subscribed to the foregoing instrument, and that she signed, sealed and delivered the same as her free and voluntary act, for the uses and purposes therein set forth, including the release of the homestead. notarial on the 12th day of February A.D., 1980 Alyce M. Wozinski Notary Public My commission expires 6-3-80

American National Bank and Trust Company of Chicago Box 221 Unit 2202, 50 East Bellevue Chicago, Illinois For information only insert street address of above described property.

Association exempt under provisions of Paragraph 2, Section 2001.2-2-2, Chicago Transaction Tax Ordinance.

This transaction exempt under provisions of Paragraph 2, Section 4, Real Estate Transfer Tax Act.

Date February 12, 1980 Mary P. Shumake Buyer, Officer or Representative

Date February 12, 1980 Alyce M. Wozinski Notary Public

Document Number 25 375 045

EXHIBIT A

Unit No. 2202 in 50 East Bellevue Condominium as delineated on the Survey of the following described parcel of real estate:

The West 12 feet of Lot 31 and all of Lots 32 to 37 both inclusive, and East 8 feet to Lot 38 in Block 1 in Potter Palmer's Lake Shore Drive Addition to Chicago in Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which Survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 50 East Bellevue Condominium Association made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement Dated March 14, 1978 and known as Trust No. 54019, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25221794, together with its undivided percentage interest in the Common Elements.

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