

QUIT CLAIM DEED IN TRUST  
THIS INSTRUMENT WAS PREPARED BY  
R. K. LINDEN  
PIONEER TRUST & SAVINGS BANK  
1400 N. NORTH AVENUE - CHICAGO, ILLINOIS

1900 MAR 14 PM 13 02

25392323

10.00

THE ABOVE SPACE FOR RECORDERS USE ONLY - REC

THIS INSTRUMENT WITNESSETH, That the Grantor **PHYLLIS CHEEVER**,  
divorced and not since remarried  
of the County of **Cook** and State of **Illinois** for and in consideration  
of **Ten and no/100** **\$10.00** Dollars, and other good  
and valuable considerations in hand paid, Conveys and quit claims unto the **PIONEER BANK & TRUST COMPANY**,  
a corporation of **Illinois**, as Trustee under the provisions of a trust agreement dated the **5th** day of  
**September** 19 **79**, known as Trust Number **21971**, the following  
described real estate in the County of **Cook** and State of **Illinois**, to-wit:

SEE RIDER ATTACHED

EXCEPT UNDER PROVISIONS OF PARAGRAPH 2, SECTION 2,  
REAL ESTATE TRANSFER TAX ACT  
3-14-80  
Notary Seal of Representative

10.00

Grantee's Address: 4000 West North Avenue, Chicago, Illinois 60639

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said property 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 premises 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 mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not extending 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 partition or to exchange said property, 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 incident appurtenant to said premises or any part thereof, and to deal with said property 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 or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, or to money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or 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 some amendment thereto and binding upon all beneficiaries thereunder, (c) that said trustee 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 fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trustee or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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, 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 has hereunto set her hand and seal this 5th day of September, 1979

Phyllis Cheever (Seal) (Seal)  
Phyllis Cheever (Seal) (Seal)

State of Illinois the undersigned  
County of Cook ss. I, Phyllis Cheever,  
the state aforesaid, do hereby certify that Phyllis Cheever,  
divorced and not since remarried

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 she signed, sealed and delivered the said instrument as her 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 10th day of September, 1979  
Mary T. Rybka  
Notary Public

Pioneer Bank & Trust Company

Box 22 For information only insert street address of above described property.

THIS SPACE FOR AFFIXING RIDERS AND REVENUE STAMPS

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Office

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Document Number

# UNOFFICIAL COPY

Unit No. 5 (the "Unit") as delineated on the plat of survey of the following described real estate (hereinafter referred to as the "Development Parcel"):

Lot 17 (except the South 10.67 feet as measured on the East and West Lines thereof) and Lot 18 (except the North 21.05 feet as measured on the East and West lines thereof) in Block 4 in Lill Peterson Subdivision of the South 1/2 of the South West 1/4 of the North West 1/4 (except the North 162.58 feet thereof and except streets heretofore dedicated) of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium ownership made by Parkway Bank & Trust Company, as Trustee under Trust Agreement dated September 16, 1977 and known as Trust No. 4048 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24078820, as amended by Document No. 24905590, together with an undivided 11.8% percent interest in the Development Parcel (excepting from the parcel the property and space comprising all of the units thereto as defined and set forth in the said Declaration and Survey).

Grantor further specifically grants to Grantee and Grantee's Successors and assigns, as rights and easements appurtenant to the Unit, the rights and easements for the benefit of the Unit set forth in the aforesaid Declaration, and Grantor reserves to itself and its successors and assigns the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This instrument is made subject to building lines, conditions of the aforesaid Declaration and all amendments, if any, thereto; private, public and utility easements, including all easements established by or implied from said Declaration or any amendments thereto; limitations and conditions imposed by the Condominium Property Act of the State of Illinois or Chapter 100.2 of the Municipal Code of Chicago; general real estate taxes for the year 1978 and subsequent years; installments due after the date of the delivery of this instrument of assessments established pursuant to said Declaration; matters disclosed in the Property Report and any amendments thereto delivered to Grantee pursuant to Chapter 100.2 of said Code; acts done or suffered by Grantee.

THE TENANT, IF ANY, OF THE UNIT HAS EITHER WAIVED OR HAS FAILED TO EXERCISE HIS RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT, OR HAD NO SUCH RIGHT OF FIRST REFUSAL, PURSUANT TO CHAPTER 100.2 OF THE MUNICIPAL CODE OF CHICAGO.

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END OF RECORDED DOCUMENT