

RECEIVED IN BAD CONDITION

WARRANTY DEED IN TRUST

26732428

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, Virginia M. Herkert, married to Dan F. Herkert of the County of Cook and State of Illinois, for and in consideration of the sum of Ten dollars 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 FIRST NATIONAL BANK OF NILES, ILLINOIS, a National Banking Association duly organized and existing under the National Banking Laws 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 26th day of July, 1983, and known as Trust Number 77, the following described real estate in the County of Cook and State of Illinois, to-wit:

\*\*\* SEE ATTACHED SCHEDULE "A" ATTACHED TO AND MADE A PART HEREOF

VISIONS OF PARAGRAPH E,  
ESTATE TRANSFER TAX ACT.  
*M. J. Selzer*  
BUYER, SELZER REPRESENTATIVE

Unit Number 8-"C" as delineated on Plat of Survey of the following described parcel of Real Estate (hereinafter referred to as parcel): All that part of Lot 6 in Billy Caldwell's Reservation in Townships 40 and 41 Range 13, East of the Third Principal Meridian, also that part of Lot 1 in the Subdivision of Lot 1 in Hruby and Company's Subdivision of a part of the South East Fractional 1/4 of the South East Fractional 1/4 of Section 31, Township 41 North, Range 13 East of the Third Principal Meridian, and also that part of the vacated alley lying South and Southwesterly of Lot 1 aforesaid, described as follows: Commencing on the Northwesterly line of said Billy Caldwell's Reservation at its point of intersection with the Southwesterly line of Milwaukee Avenue: Thence South 34 degrees 14 minutes 10 seconds East along the Southwesterly line of Milwaukee Avenue 50.0 feet to the point of beginning of the tract of land to be described herein: Continuing thence South 34 degrees 14 minutes 10 seconds East along said Southwesterly line of Milwaukee Avenue, 231.77 feet: Thence South 55 degrees 47 minutes 50 seconds West at right angles to said Southwesterly line of Milwaukee Avenue, 186.455 feet to its point of intersection with the West line of said Lot 1 extended South: Thence North in the West line of said Lot 1, 159.57 feet to the most Northerly corner of said Lot 1: Thence North 58 degrees 28 minutes 18 seconds West in the Southwesterly line of said Lot 6, 112.55 feet to its point of intersection with a line 50 feet Southeasterly of (as measured along the Southwesterly line of said Milwaukee Avenue) and parallel with the Northwesterly line of said Lot 6: Thence North 56 degrees 52 minutes 50 seconds East in said parallel line 142.95 feet to the point of beginning in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium made by Chicago Title and Trust Company, a Corporation of Illinois as Trustee under Trust Agreement dated November 23, 1971 and known as Trust Number 58765, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 22211098 together with an undivided 2.091 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) all in Cook County, Illinois.

Grantor also hereby grants to Grantee, his, her or their successors and assigns, all 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 and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining real estate described therein, and the right to grant said rights and easements in conveyances of said remaining real estate.

This Deed 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.

26732428

Property of Cook County

EXEMPT UNDER PRC SECTION 4, PAR. 1-28-83 DATE

This Instrument Prepared by First National Bank of Niles, Illinois. As Per Charles L. Barbaglia, Senior Vice President and Trust Officer

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 subdivisions or part thereof, and to redivide 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 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 leases 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 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 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 lease or other instrument (a) just 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 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 and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither First National Bank of Niles, 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 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 or on 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, or words of similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor s aforesaid have hereunto set their hand s and seal this 28th day of July 19 83

Virginia M. Herkert [SEAL] X THIS IS NOT HOMESTEAD PROPERTY [SEAL] Virgini M. Herkert [SEAL] Dan F. Herkert, her husband [SEAL]

State of Illinois ss. I, the undersigned a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Virginia M. Herkert, married to Dan F. Herkert

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they s signed, sealed and delivered the said instrument as their free and voluntary act, deed, intent and purposes therein set forth, including the release and waiver of the

Notary Public seal this 28th day of July 19 83 W. A. Schiller Notary Public

MAIL TO: FIRST NATIONAL BANK OF NILES, 7100 Oakton Street, Niles, Illinois 60648 6525 Nashville, Chicago, Illinois For information only insert street address of above described property.

This space for affixing Meters and Revenue Stamps

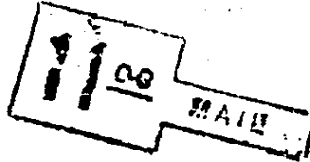
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Property of Cook County Clerk's Office



26732428



*First National Bank  
of miles  
7100 W. Jackson St  
miles: self  
68648*

END OF RECORDED DOCUMENT