

DEED IN TRUST

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COOK CO. NO. 016 2 1 1 5 1 0

Form 191 Rev. 11-71

The above space for recorder's use only

109 16 03 30

THIS INDENTURE WITNESSETH, THAT THE GRANTORS IRA HOLZ and ROCHELLE P. HOLZ, f/k/a Rochelle C. Pakier, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of TEN and 00/100 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 11th day of July 1983, and known as Trust Number 58034

The following described real estate in the County of Cook and State of Illinois, to wit:

Unit 106 in the 2736 North Hampden Court Condominium as Delineated on the survey of the following described parcel: Lot 27 in the Subdivision by Andrews, Spafford and Colehour of Block 1 and Block 2 in Outlot "A" in Wrightwood, a Subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded in the office of the recorder of Deeds of Cook County, Illinois on August 7, 1980, as Document 25540967 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

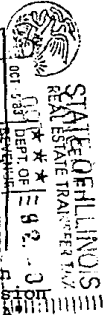
Richard K. Olson

COOK COUNTY, ILLINOIS

RECORDER OF DEEDS

1983 OCT -5 PM 3:34

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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 lease, sell, convey, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to any subdivision or part thereof, 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 reservation, 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 present or in future, and upon any term and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to make or extend leases upon any term and for any period of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, in contrast to make leases and to grant options to lease and options to purchase the whole or any part of the real estate and to contract to lease or to purchase the whole or any part of the real estate, to partition or to exchange or interest in or any part thereof, for other real or personal property, to grant easements or interests of any kind, to release, convey or assign any right, title, interest or any part thereof, 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 do, to be done, 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 obligated to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obligated to see the terms of this trust have been complied with, or be obligated to inquire into the authority, necessity or expediency of any act of said Trustee, or be obligated to inquire into any of the terms of this Trust Agreement; and every 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 Restraints of Titles of said Trustee) or upon or claiming under any such deed, mortgage, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture as an by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, mortgage, lease or other instrument and (d) if the contrary 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 him, or their predecessor in trust.

This conveyance is made upon the express understanding and condition 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, including if they or his 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 option of the Trustee, in its own name, as Trustee of an express trust and not individually said 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 to the same and discharge thereof. All persons and corporations whosoever 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 as a result of them shall be only 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 hereof 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 is hereby directed not to register or note in the official or 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 waive... and release... 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 S... aforesaid have hereunto set their hands and seals this 31st day of August 1983.

Seals and signatures of Ira Holz and Rochelle P. Holz.

STATE OF Illinois, County of Cook, I Barry Yavitz, a Notary Public in and for said County of Cook, in the State aforesaid, do hereby certify that Ira J. Holz and Rochelle P. Holz, f/k/a Rochelle C. Pakier, his wife,

personally known to me to be the same person S... whose name S... are they 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 for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 31st day of August A.D., 1983.

My commission expires April 16, 1987.

Notary Public seal and signature.

CAUSE Cook County REAL ESTATE TRANSACTION TAX RECEIVED \$92.00

368-26809268 CITY OF CHICAGO REAL ESTATE TRANSACTION TAX RECEIVED \$00.00

10.00

For information only insert street address of above described property.

END OF RECORDED DOCUMENT