

UNOFFICIAL COPY

This Indenture Witnesseth That the Grantor (s) EDITH A. LEVY a widow 26 848 684 12.00

of the County of COOK and State of ILLINOIS for and in consideration of TEN AND NO/100 Dollars, and other good and valuable considerations in hand, paid, Conveys and Quit-Claim unto HARRIS TRUST AND SAVINGS BANK, 111 West Monroe Street, Chicago, Illinois 60690, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 22nd day of August 19 83, known as Trust Number 42431, the following described real estate in the County of COOK and State of Illinois to-wit: SEE LEGAL DESCRIPTION RIDER ATTACHED.

LEGAL DESCRIPTION RIDER:

Unit 302 in 900-910 Lake Shore Drive Condominium as delineated on the survey of the following described parcel of real estate (hereinafter referred to as Parcel): Lots 1 to 8, both inclusive, and Lots 46 and 47, in Allmendinger's Lake Shore Drive Addition to Chicago, being a Subdivision of part of Block 13 in Canal Trustees Subdivision of the South Fractional 1/4 of 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 900-910 Lake Shore Drive Condominium Association made by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated March 12, 1979 and known as Trust Number 46033 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 25134005; together with its undivided percentage interest in the parcel (excepting from the parcel all the property and spaces comprising all of the units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

DF 69 22 472 560 479

26 848 684
Clerk's Office

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DF 64 22 472 560 474

Property of Cook County

STATE OF ILLINOIS
REAL ESTATE TRANSACTION TAX
NOV 23 1983
REVENUE

COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE
NOV 23 1983
11.25
C. T. I.

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 resubdivide 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 dedicate, 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 in futuro, 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 hereafter, to change or modify leases and the terms and provisions thereof at any time to purchase the whole or any part of the reversion and to grant options to lease and options to renew leases and options to 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 easement 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 to 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, rent, or money borrowed or advanced on said premises, or be obliged to see to 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 in accordance with the terms and conditions of said trust agreement, 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 terms, 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, 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 its, his or their predecessors 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 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 7th day of October 19 83

(SEAL) Edith A. Levy (SEAL)
(SEAL) (SEAL)

THIS INSTRUMENT WAS PREPARED BY
Name: MARTIN C. DOPPELT Address: 111 W. Washington Chicago Ill.

221-1
CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE NOV 23 1983
22100
26 848 684

17 03215 013 1002 Glouce

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

ss. I, Judy Glau

a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

EDITH A. LEVY a widow

who
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 17th day
of October 1983

Judy Glau
Notary Public
Cook County, Illinois

Property of Cook County Clerk's Office

Edith A. Levy
RECORDER OF DEEDS
26848684

COOK COUNTY CLERK'S OFFICE
FILED FOR RECORDING
1983 NOV -3 PM 2:48

26 848 684

BOX 8

TRUST No.

DEED IN TRUST

TO

HARRIS TRUST AND SAVINGS BANK

TRUSTEE

PROPERTY ADDRESS

HARRIS TRUST AND SAVINGS BANK
111 West Monroe Street
CHICAGO

12345 PREV. 117731

Property of County Clerk's Office
26 848 684

EXHIBIT "B"

EXCEPTIONS

1. MORTGAGE, DATED OCTOBER 2, 1979 AND RECORDED OCTOBER 9, 1979 AS DOCUMENT 25174103, MADE BY EDITH A. LEVY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("CONTINENTAL"), TO SECURE A NOTE IN THE PRINCIPAL AMOUNT OF \$85,700.00, WHICH MORTGAGE AND NOTE WAS ASSUMED BY HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 22, 1983 AND KNOWN AS TRUST NO. 42431 ("HARRIS TRUST"), PURSUANT TO THAT CERTAIN MODIFICATION AGREEMENT - RELEASE OF LIABILITY, DATED AS OF OCTOBER 7, 1983 AND RECORDED OCTOBER 17, 1983, BY AND BETWEEN HARRIS TRUST AND CONTINENTAL.
2. (A) TERMS, PROVISIONS, COVENANTS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 6, 1979 AS DOCUMENT 25134005.

(B) LIMITATIONS AND CONDITIONS IMPOSED BY THE 'CONDOMINIUM PROPERTY ACT.'
3. 20 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF SAID SUBDIVISION AND REVISED BY AGREEMENT RECORDED JANUARY 20, 1912 AS DOCUMENT 4900690.
4. AGREEMENT RECORDED JANUARY 20, 1912 AS DOCUMENT 4900690 RELATING TO THE WESTERLY LINE OF LAKE SHORE DRIVE BETWEEN OAK STREET EXTENDED EAST AND PEARSON STREET, CHICAGO.
5. RIGHTS OF THE CHICAGO PARK DISTRICT TO MAINTAIN A SIDEWALK IN LAKE SHORE DRIVE WHICH MAY PARTIALLY BE LOCATED ON THE NORTHERLY 1/2 OF LOT 3 AFORESAID AS GRANTED BY INSTRUMENT RECORDED JANUARY 20, 1912 AS DOCUMENT 4900690.
6. LEASE DATED SEPTEMBER 5, 1979, A MEMORANDUM OF WHICH WAS RECORDED SEPTEMBER 5, 1979 AS DOCUMENT 25131700, MADE BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 12, 1979 AND KNOWN AS TRUST NUMBER 46033, LESSOR, AND LAKE SHORE MARKET, LTD. CORPORATION OF ILLINOIS, AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

(AFFECTS COMMON ELEMENTS).

END OF RECORDED DOCUMENT