

DEED IN TRUST

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The above space for recorder's use only

Form 191 Rev. 11-71

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THIS INDENTURE WITNESSETH, THAT THE GRANTORS, DORIS S. MC CALLA and CYNTHIA A. MC CALLA, his wife 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 Warranty 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 6th day of January, 1984, and known as Trust Number 60056, the following described real estate in the County of Cook, State of Illinois, to wit:

Unit No. 1-2-9-I-A-2 together with a perpetual and exclusive easement in and to garage Unit No. G-1-2-9-I-A-2 as delineated on a Plat of Survey of a parcel of land being a part of the West Half of the West Half of Section 1 Township 42 North, Range 11; East of the Third Principal Meridian, lying North of the Center Line of McHenry Road, in Cook County, Illinois (hereinafter referred to as "Development Parcel"), a portion of which Development parcel is described as being Lexington Commons Unit I (Subdivision, being a Subdivision of part of the Northwest Quarter of Section 3, aforesaid, according to the Plat thereof recorded July 28th, 1978 as Document 24 557 904, which Survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, a Trustee under Trust Agreement dated September 30th, 1977, and known as Trust No. 22718, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 11th, 1978 as Document No. 24 759 029 as amended from time to time, together with a percentage of common elements appurtenant to said Units as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration, and together with additional common elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations which percentages shall automatically be deemed to be conveyed effective on the recording of such Amended Declarations as though conveyed hereby. Trustee also hereby grants to Grantee and Grantee's successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration as amended and Trustee reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

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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 to said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, in any way, and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to convey 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, 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, to let, to convey, to release, to quitclaim, to assign, to convey, to convey or reversion, by lease 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 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 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 filing 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 easement 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 as.

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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 trust herein created has been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged 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) who purchases or claims 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 provisions contained in this Indenture and in said Trust Agreement or in all amendments thereof, 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, 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 duly vested with all the title, estate, rights, powers, authorities, duties and obligations of it, 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 within 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 deed or said Trust Agreement or any amendment or modification 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 Trustee, or of any successor or successors in trust, or of any agent or attorney-in-fact, or of any other person 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 except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and performance thereof). All persons and corporations whatsoever 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 only in the earnings, avails 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, avails and proceeds therefrom, 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 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 seizure.

In Witness Whereof, the grantor S aforesaid have hereunto set their hand S and seal S this 6th day of January 1984.

Dorin G. McCalla (SEAL) Cynthia A. McCalla (SEAL)

STATE OF ILLINOIS ) I, HOWARD BERNSTEIN, a Notary Public in and for said County of COOK ) ss. County, in the State aforesaid, do hereby certify that DORIN G. MC CALLA and CYNTHIA A. MC CALLA, his wife

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 signed, sealed and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release of the said real estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of January A.D. 1984. Howard Bernstein Notary Public

This document was prepared by HOWARD BERNSTEIN, 4 S. Milwaukee Ave., Wheeling, IL. 60090

American National Bank and Trust Company of Chicago, Unit A-2, 1019 Baywood Ct. Wheeling, IL. 60090

This space for affixing Riders and Revenue Stamps

Exempt under provisions of Paragraph 1, Section 101 of the Transfer Tax Act.

Howard Bernstein, Notary Public

Document Number 26921959

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