

UNOFFICIAL COPY

DEED IN TRUST

26399544

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, LEONARD P. INDOVINA, a bachelor  
PETER R. INDOVINA, and KAREN E. INDOVINA, his wife  
of the County of Cook and State of Illinois, for and in consideration  
of the sum of Ten 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 28th day of February 19 84, and known as Trust Number 60433,  
the following described real estate in the County of Cook and State of Illinois, to wit:

Unit A-75-104 and A-75-G-12 in Boardwalk of Park Ridge Condominium, as  
delimited on the survey of the following described real estate:  
Part of the Southwest quarter of Section 27, Township 41 North, Range  
12 East of the Third Principal Meridian and part of Lots 1 to 4 in  
Ann Murphy's Estate Division of Land in Sections 27 and 28 aforesaid,  
in Cook County, Illinois, which survey is attached as Exhibit "C" to  
the Declaration of Condominium recorded as Document 24558782 amended  
from time to time together with their undivided percentage of the  
common elements Cook County, Illinois.

This document prepared by: EDWARD E. REDA, JR.  
221 N. LaSalle  
Chicago, IL 60601

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 to vacate any subdivision or part thereof, and to resubdivide 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 lease said real estate or any part thereof to a successor or suc-  
cessors 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 the present or in the 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 100 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 payment of 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 on 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 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 deed 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 a claimant 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 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 fully vested with all the title, estate,  
rights, powers, authorities, duties and obligations of its, 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 anything it, 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  
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 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 discharge thereof).  
All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

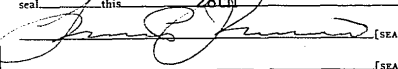
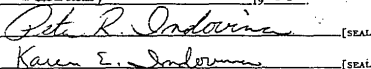
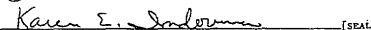
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be subject to  
in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared 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  
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.

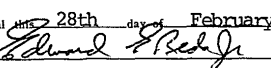
If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of  
title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, 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 exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set hand, and

seal this 28th day of February, 19 84

 [SEAL]  [SEAL]  
[SEAL]  [SEAL]

STATE OF Illinois, I, EDWARD E. REDA, JR., a Notary Public in and for said  
County of Cook ss. County, in the State aforesaid, do hereby certify that  
LEONARD P. INDOVINA, a bachelor, and PETER R.  
INDOVINA and KAREN E. INDOVINA, his wife  
personally known to me to be the same person whose names are 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 28th day of February A.D., 19 84  
 Notary Public  
My commission expires May 13, 1985

American National Bank and Trust Company of Chicago  
Box 221

75 Boardwalk Place, Unit 104  
Park Ridge, Illinois  
For information only insert street address of  
above described property.

26399544

UNOFFICIAL COPY

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MAR-9-84 852432 26999544 A - REC 12.00

Property of Cook County Clerk's Office

12<sup>00</sup>

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END OF RECORDED DOCUMENT