

DEED IN TRUST
(QUIT-CLAIM)

1981 OCT 6 AM 11 13

26019996

RECORDER
COOK COUNTY (The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor s, WARREN WHITE and
ROBERTA J. WHITE, his wife,
of the County of Cook and SOC 15-13-81-25 26019996 A - REC 16.00
of Ten and no hundreds Dollars,
(\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby
duly acknowledged, Convey and Quit-Claim unto Capitol Bank and Trust of Chicago, an Illinois banking corpora-
tion whose address is 4801 West Fullerton, Chicago, Illinois, 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 28th day of September, 1981, and
known as Trust Number 259, the following described real estate in the County of Cook
and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO.

Exempt under provision of Paragraph E,
Section 4, Real Estate Transfer Act

CAPITOL BANK AND TRUST OF CHICAGO
as Trustee under Trust No. 259

Date September 28, 1981

By: [Signature]
Vice President & Trust Officer

TO HAVE AND TO HOLD the said real estate with the covenants, 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 with respect to the real estate or any part or parts of it, and at any time or
times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to
vacate any subdivision or part thereof, and to resubdivide said real estate or any part thereof, as desired, to contract to sell, to grant options to pur-
chase, 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 lease, license in the present or in the future, for any term or terms,
and for any period or periods of time, not exceeding in the case of any single lease the term of 198 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 or any part thereof,
and to contract respecting the manner of fixing the amount of present or future rental, 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, or interest in 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 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 the trust property, or be obliged to see that the
terms of the 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 trust property, shall be conclusive evidence in
favor of every person relying upon or claiming under any such conveyance, lease or other instrument. (a) that all at the time of the delivery
thereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instru-
ment was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all
amendments thereof, if any, and is 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 con-
veyance 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 condition that the Grantee, neither 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 done or
omitted by it or its 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 con-
nection 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 expense, if
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 dis-
charge 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 only in the earnings, avails and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to
vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

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 the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor s aforesaid has hereunto set their hand s and seal s this 28th
day of September, 1981.
Warren White (Seal) Roberta J. White (Seal)
WARREN WHITE ROBERTA J. WHITE (Seal)

STATE OF ILLINOIS
COUNTY OF COOK ss.

I, Warren White and Roberta J. White, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that Warren White and Roberta J. White, 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 said instrument as their free and volun-
tary 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 28th day of September
Commission expires April 15, 1984

Document Prepared By: Rudolph C. Schoppe ADDRESS OF PROPERTY: See Rider for Property Addresses
4801 West Fullerton Avenue
Chicago, Illinois 60639
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
(Name)
(Address)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

OFFICE OF THE CLERK OF COOK COUNTY
26019996
APPLICANT NUMBER



UNOFFICIAL COPY

PARCEL NO. 1 and 2

Unit No. 702 and Unit No. 704 in the 5455 Edgewater Plaza Condominium, as delineated on a survey of the following described real estate:

Part of the South 242 feet of the North 875 feet of the East fractional half of the North East 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois ("Property")

which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document 24870735 together with its undivided percentage interest in the Common Elements.

Party of the first part also hereby grants to the party(s) of the second part, his (their) 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 Declaration of Condominium, aforesaid, and party of the first part 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 and the right to grant said rights and easements in conveyance and mortgages of said remaining property.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Commonly known as: Unit No. 702 and Unit No. 704, 5455 North Sheridan Road, Chicago, Illinois

PARCEL NO. 3

Unit No. 3003 in 5445 Edgewater Plaza as delineated on Plat or Survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

The South 31 feet of the North 875 feet of the West 131.96 feet; **26019996**
and that part lying South of the said North 875 feet of the East fractional half of the Northeast 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, (all as measured parallel with the West and North lines of said East fractional half of the Northeast 1/4) and lying North of a line that is drawn at right angles to the east line of Sheridan Road, thru a point in said East line that is 1,090 feet South of the said North line of East Fractional half of the Northeast 1/4; all of the above lying West of the West boundary line of Lincoln Park as established by decree entered July 6, 1908, in case number 285574 Circuit Court, as shown on Plat recorded July 9, 1908, as Document Number 4229498 (except therefrom the West 47 feet thereof heretofore condemned as part of Sheridan Road) in Cook County, Illinois,

which Plat of Survey is attached as Exhibit C to Declaration of Condominium made by American National Bank and Trust Company, a national banking association, as Trustee under Trust Agreement dated August 25, 1969 and known as Trust No. 27801, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24267313, together with an undivided .19716 percent 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 Plat of Survey).

Grantor also hereby grants to Grantee and the heirs and assigns of Grantee, 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, and Grantor 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.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Commonly known as: Unit No. 3003, 5445 North Sheridan Road, Chicago, Illinois

END OF RECORDED DOCUMENT