

UNOFFICIAL COPY

DEED IN TRUST
(QUIT-CLAIM)

26216121

1982 APR 29 AM 12 26

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor Sharon K. Crowley,
Divorced and not since remarried,
of the County of Cook and State of Illinois, for and in consideration of the sum
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 S and Quit-Claim S 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 17th day of April, 1982, and
known as Trust Number 346, the following described real estate in the County of Cook
and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION RIDERS ATTACHED HERETO.

Unit No. 2 W as delineated on Survey of the following described
real estate:

Lot 13 in Block 2 in Merdien Hofflund and Carson's North Shore
Addition to Chicago in the South East Fractional 1/4 of Section
32, Township 41 North Range 14 East of the Third Principal
Meridian, in Cook County, Illinois,

which Survey is attached as Exhibit A to a Declaration of Condominium
made by COMMERCIAL NATIONAL BANK OF CHICAGO, as Trustee under Trust
Agreement dated January 20, 1979 known as Trust Number 215, recorded in
the Office of the Recorder of Deeds of Cook County, Illinois as Document
#24876751 together with its undivided percent interest in said parcel as
set forth in the Declaration (excepting from said parcel all the property
and space comprising all the units thereof as defined and set forth in
said Declaration and Survey).

The party of the first part also hereby grants to said parties of the
second part, 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 aforesaid Declaration, and the 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.

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

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13.00

Unit No. 3 W as delineated on Survey of the following described real estate:

Lot 13 in Block 2 in Merdian, Hofflund and Carson's North Shore Addition to Chicago in the South East Fractional 1/4 of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which Survey is attached as Exhibit A to a Declaration of Condominium made by COMERCIAL NATIONAL BANK OF CHICAGO, as Trustee under Trust Agreement dated January 20, 1979 known as Trust Number 215, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document #24876751 together with its undivided percent interest in said parcel as set forth in the Declaration (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey).

The party of the first part also hereby grants to said parties of the second part, 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 aforesaid Declaration, and the 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.

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

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Property of Cook County Clerk's Office

13.00

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

CAPITOL BANK AND TRUST OF CHICAGO as Trustee under Trust No. 346.

Date April 23, 1982

By: [Signature] Vice President and Trust Officer

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, or any successor in trust, to sell, lease, or mortgage 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 as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without covenants, to convey said real estate or any part thereof to a successor or successors in trust and in 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 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 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 fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real estate, 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 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 said 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, to that 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 no conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and 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 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 condition that the Grantee, neither individually nor 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 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 thereto, or for injury to person or property happening in or about said real estate, any such claim, judgment or decree 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 beneficiary under said Trust Agreement, or by its agents, 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 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

If the title to any of the trust property 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 the exemption of homesteads from sale on execution or otherwise

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set her hand and seal this 17th day of April, 1982.

[Signature] SHARON K. CROWLEY [Seal]

STATE OF ILLINOIS COUNTY OF COOK

DuPage

I, the undersigned, a Notary Public in and for DuPage County, in the State of Illinois, do hereby certify that

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 23rd day of April, 1982

Commission expires June 14, 1985

[Signature] NOTARY PUBLIC

Document Prepared By: Rudolph C. Schoppe 4801 West Fullerton Avenue Chicago, Illinois 60639

ADDRESS OF PROPERTY: Units 2W and 3W, 6707 North Sheridan Road Chicago, Illinois 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

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DOCUMENT NUMBER

END OF RECORDED DOCUMENT