

DEED IN TRUST

26221091

11.00

Form 101 Rev. 11-71

The above space for recorder's use only

BOOK CC. NO. 016

6 0 3 7

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, Alan Rauh Orschel and Nora Mitchell Orschel, his spouse 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 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 19th day of March, 19 82, and known as Trust Number 54944

the following described real estate in the County of Cook and State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

SUBJECT TO: (a) covenants, conditions, and restrictions of record; (b) terms, provisions, covenants, and conditions of the Declaration of Condominium and all amendments, if any, thereto; (c) private, public, and utility easements, including any easements established by or implied from the Declaration of Condominium or amendments thereto, if any, and roads and highways, if any; (d) party wall rights and agreements, if any; (e) limitations and conditions imposed by the Condominium Property Act; (f) mortgage or trust deed specified below, if any; (g) general taxes for the year 1982 and subsequent years; (h) installments due after the date of closing assessments established pursuant to the Declaration of Condominium

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust 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 streets, highways or alleys to vacate any subdivision of part thereof, and to subdivide said real estate as often as desired, to contract to sell, to grant options to purchase and 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 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 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 real estate and to contract respecting the manner of filing the amount or present or future estate, to partition or to exchange said real estate, or any part thereof, or to grant or convey or charge of an kind, to lease, convey or assign any right, title or interest in or about or 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 should be lawful for any person owning the same to deal with the same, and to do anything 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, 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 such lease, deed, mortgage or other instrument 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 claiming the benefit of said instrument, and in relation to said real estate, in relation to said contract, 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 the, 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 successors or assigns, in trust or otherwise, shall be liable for any claim, judgment or decree for anything it or they or any of 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 an amendment thereto, or for injury to property happening in or about the said real estate and all such liability being hereby expressly waived, and that the beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the trustee, in his own name, as Trustee of an express trust, shall have no obligation whatsoever with respect to any such contract, deed, lease, mortgage or other instrument, 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 whatsoever and whatever 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 in the entire fee simple and possessory estate in and to the 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, profits and benefits thereof as aforesaid, the interest hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable 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 otherwise.

In Witness Whereof, the grantor, s aforesaid have hereunto set their hand and seal, this 13th day of April, 19 82.

Alan Rauh Orschel (SEAL)
Nora Mitchell Orschel (SEAL)

Permanent Tax #17-09-410-014-1086 Daniel J Little
STATE OF Illinois County of Cook
and Nora Mitchell Orschel, his spouse

personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appears before me this day in person and acknowledged that they offered 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.

This instrument prepared by; Alan Rauh Orschel; Crowley, Barnett & Karaba; Notary Public

Chicago, Ill. 60603 American National Bank and Trust Company of Chicago

Apt. 4202 300 N. State St. For information only insert street address of above described property.

RECORDED & INDEXED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF COOK, ILLINOIS. DEPT. OF REVENUE. REAL ESTATE TRANSACTION TAX. 26221091

6867049 J

Property of Clerk of Court Office

Parcel 1:

Unit No. 4202 as delineated on survey of Lot 1 and Lot 2 of Harper's Resubdivision of part of Block 1 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian and of a part of Block 1 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with parts of certain vacated streets and alleys lying within and adjoining said Blocks, situated in the City of Chicago, Cook County, Illinois which surveys are attached as Exhibit A to Declaration of Condominium Ownership made by Marina City Corporation, a corporation of Illinois and recorded in the Office of the Recorder of Deeds for Cook County, Illinois

as document No. 24238692, together with an undivided .00078 interest in the Property described in said Declaration of Condominium Ownership (excepting from said Property all the property and space comprising all the Units thereof as defined and set forth in said Declaration of Condominium Ownership and surveys) situated in Cook County, Illinois, commonly known as Unit No. 4202, 300 North State Street, Chicago, Illinois 60610.

Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as set forth in Declaration of Condominium Ownership aforesaid recorded December 15, 1977 as document 24238692 and as created by Deed from Marina City Corporation, a corporation of Illinois, to Alan Rauh Orschel and Nora Mitchell Orschel\*\*\*\*\* recorded February 7, 1978 as document 24315459 for access, ingress and egress in, over, upon, across and through the Common Elements as defined therein.

Parcel 3:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as created in Grants and Reservation of Easements recorded December 15, 1977 as document 24238691 and set forth in Deed from Marina City Corporation a corporation of Illinois, to Alan Rauh Orschel and Nora Mitchell Orschel \*\*\*\*\* recorded February 7, 1978 as document 24315459 in, over, upon, across and through lobbies, hallways, driveways, passageways, stairs, corridors, elevators and elevator shafts located upon those parts of Lots 3 and 4 in Harper's Resubdivision aforesaid designated as 'Exclusive Easement Areas' and 'Common Easement Areas' for ingress and egress and also in and to structural members, footings, braces, caissons, foundations, columns and building cores situated on Lots 3 and 4 aforesaid for support of all structures and improvements, in Cook County, Illinois

26221091

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
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*Robert H. Dixon*  
RECORDS OF DEEDS  
202 21091

END OF RECORDED DOCUMENT