

DEED IN TRUST

26253239

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JEAN L. HOMEYER, a spinster, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 (\$10.00) 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 with address in 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 12th day of May 19 82, and known as Trust Number 55215, the following described real estate in the County of Cook and State of Illinois, to wit:

See attached rider.

COOK COUNTY, ILLINOIS FILED FOR RECORD

RECORDED OF DEEDS

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Real Estate

Buyer as Agent or Representative

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, or for the uses and purposes herein and in said Trust Agreement as 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 streets 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 convey all 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 authority 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 single demise 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 lease and the terms and provisions thereof at any time or times hereafter, in 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 premises and to contract respecting the manner of filing the amount of a lease 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 lease, convey or assign any right, title or interest in or about easement appurtenant to said real estate or any part thereof, and in deed 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 holding the same to deal with the same, to do or to suffer or to do or to suffer 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 that the application of any purchase money, rent of 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, legality 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, 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 or claiming 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 thereto, 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, lease, mortgage or other instrument and (d) that the conveyance is made in conformity with the terms of this Indenture and said Trust Agreement, and 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 successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything in or by or for its or their estate or successors 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 direction of the Trustee, in its 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 of such). 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 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 waives S. and releases S. 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 her hand and

this 13th day of May 19 82

JEAN L. HOMEYER (SEAL)

STATE OF ILLINOIS I, KULA PAPADAKOS, a Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that JEAN L. HOMEYER, a spinster, 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 delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, and release and waiver of the right of homestead.

GIVEN under my hand and seal this 25th day of May 1982

Notary Public

My commission expires

This instrument prepared by: GEORGE G. KELLY, 111 W. Washington St., Chicago, IL 60602

American National Bank and Trust Company of Chicago 5601 N. Sheridan Road - Unit 17E Chicago, Illinois 60660 For information only insert street address of above described property.

LATER DATE UNIT E 58 00 68 70 G-TA 68-63 12E No. 10/10/82

10.00 26253239

UNOFFICIAL COPY

RIDER

Unit No. 17E in the Statesman Condominium, as delineated on the survey of the following described real estate:

Lot 30 (except the West 14 feet thereof), and that part of the accretions thereof lying West of the West line of Lincoln Park, as said West line was established by Document 10938695, in Block 21 in Cochran's 2nd Addition to Edgewater, in Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which survey is attached as Exhibit 'B' to the Declaration of Condominium recorded as Document 24978426 together with its undivided percentage interest in the Common Elements.

Party of the first part also hereby grants to 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 aforementioned Declaration, 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.

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

END OF RECORDED DOCUMENT