

DEED IN TRUST

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1982 AUG 12 PM 3 06

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Kelley L. McLaughlin, a spinster, of the County of Cook 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 claim unto the 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 7th day of July 19 82, and known as Trust Number 55604 the following described real estate in the County of Cook and State of Illinois, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

This Instrument Prepared by Harold B. Pomerantz, Esq. Rudnick & Wolfe 30 North LaSalle Street Chicago, Illinois 60602

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE AUG 13 1982 122.00

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereof 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 public use, to lease, sell or otherwise dispose of said real estate or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, in 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 demise, to dedicate, to mortgage, to lease 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 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, modify, vary, terminate or terminate the term of any lease or leases hereunder, to contract to make leases and to grant options to lease and to renew leases and options to lease said real estate, or any part of the same, to grant easements or charges of any kind, to release, curtail or sign 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 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 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, lease, 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 trust, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered in exercise and fulfill every such deed, lease, mortgage, or other instrument, and (d) that if the conveyance rights, powers, authorities, duties and obligations of his, 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 or they or it or their assets 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 thereof, 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 shall 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 any express trust and not judicially, 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 who are parties to this instrument 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 of any other disposition of said real estate, and such interest is hereby declared to be personal property, and the beneficiary hereunder shall take any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds derived 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 otherwise, 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, releases, and conveys, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, hereinaforesaid, has hereunto set her hand and seal this 23rd day of July 1982

Kelley L. McLaughlin

STATE OF Illinois County of Cook Caryl L. Myers Notary Public in and for said County, in the State aforesaid, do hereby certify that Kelley L. McLaughlin, a spinster,

personally known to me to be the same person whose name is she 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 hereinbefore set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 23rd day of July 1982

My commission expires February 9, 1986

American National Bank and Trust Company of Chicago 253 East Delaware Place Chicago, Illinois

9742-02



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REAL ESTATE TRANSACTION TAX

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX

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# UNOFFICIAL COPY

## EXHIBIT A

Unit No. 16 C in 253 East Delaware Condominium as delineated on the Survey of the following described parcel of real estate (the "Parcel"):

Lot 5 (except the East 5 feet thereof) and all of Lot 6 in Lake Shore Drive Addition to Chicago a subdivision of part of Blocks 14 and 20 in Canal Trustee's Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

which Survey is attached to Declaration of Condominium Ownership for 253 East Delaware Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25993450; together with its undivided percentage interest in the Common Elements.

Grantor also hereby grants to Grantee, his, her or their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said real estate set forth in the aforesaid Declaration of Condominium Ownership and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration of Condominium Ownership for the benefit of the remaining real estate described therein.

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

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**END OF RECORDED DOCUMENT**