

RECORDED IN BAD CONDITION

DEED IN TRUST

Form 191 Rev. 11-71

451-84

27196277

27196277 A - 84

10.00

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, William A. Hertzberg of the County of Cook and State of Illinois, for and in consideration of the sum of -----Ten----- Dollars (\$ 10.00 ), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warrant S 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 25th day of July 1984, and known as Trust Number 61725, the following described real estate in the County of Cook and State of Illinois, to wit:

Unit No. 918 in 900-910 Lake Shore Drive Condominium as delineated on the Survey of the following: Lots 1 to 8, both inclusive, and Lots 46 and 47, in Allmendigner's Lake Shore Drive addition to Chicago being a subdivision of part of block 13 in Canal Trustees' Subdivision of the South fractional quarter of 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 and of Easements, Restrictions, Covenants and By-Laws for 900-910 Lake Shore Drive Condominium Association made by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated March 12, 1979, and known as Trust No. 46033 recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. \_\_\_\_\_; together with an undivided .1954% interest in the Common Elements.

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 execute, manage, protect and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to create any subdivision or part thereof and to partition 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 said real estate or any part thereof to a successor or successors in trust and to extend to such successors or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to distribute, 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 in common or in severalty, and upon any terms, for any period or periods of time, not exceeding in the case of any single lease the term of the year, and to lease or re-lease upon any terms, 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 take lease and to grant options to take lease and to renew leases as required to possess the whole or any part thereof, to partition and to convey, to sell, to lease, to mortgage, to pledge or otherwise encumber said real estate, or any part thereof, for other real or personal property, in trust payments or charges of any kind, to release, convey or assign any right, title or interest, in or about or connected with said real estate or any part thereof, to deal 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 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 hereafter or advanced on said real estate, or be obliged to see that the terms of their trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or any successor in trust, or authorized or permitted 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 (including the Registrar of Titles) who in good faith relying upon or claiming under any such mortgage, lease or other instrument, (a) that at the time of the delivery thereof the trust created by said instrument and the limitations contained in this Indenture and in said Trust Agreement, in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (b) 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 (c) that the mortgage in trust, was duly authorized and empowered in trust, that such mortgage or mortgage in trust have been properly appointed and are fully tested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This mortgage 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 to 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 thereof, or for injury to person or property hereunder in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or created by the Trustee in connection with said real estate may be entered into in the name of the Trust Agreement or in the name of any of the beneficiaries named herein, but the Trustee shall have no obligation whatsoever with respect to 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 its payment and discharge thereof. All terms and conditions whatsoever and whatever shall be charged with notice of this condition from the date of the filing of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under the terms of them shall be only in the earnings, profits 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 or any part thereof, but only an interest in the earnings 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 issue a 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 that behalf 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 or execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal this 25th day of July 1984.

\_\_\_\_\_  
[SEAL] William A. Hertzberg [SEAL]  
\_\_\_\_\_  
[SEAL] \_\_\_\_\_ [SEAL]

STATE OF Illinois } I, Shirley Graubart, a Notary Public in and for said County of Cook } ss. County, in the State aforesaid, do hereby certify that William A. Hertzberg

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 he signed, sealed and delivered the said instrument as his 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 25th day of July A.D., 1984.

My commission expires May 22, 1987.

American National Bank and Trust Company of Chicago Box 221 910 North Lake Shore Drive Unit 918 - Chicago, Illinois For information only insert street address of above described property.

Exempt under provisions of Paragraph 1, Section 4 Real Estate Transfer Tax Act. 8/1/84 W.A. Hertzberg

Section 4

910

Shirley Graubart Notary Public 27196277