

UNOFFICIAL COPY

DEED IN TRUST

COOK COUNTY, ILLINOIS.
PUBLIC RECORDS

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1984 SEP 10 AM 3:03

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Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, CAROL A. RILEY, divorced and not since remarried, 1507 C Topp Lane, Glenview, IL. 60025 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 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 14th day of November 19 80, and known as Trust Number 51127,

the following described real estate in the County of Cook and State of Illinois, to wit: UNIT NUMBER 2507-"C" IN TOPP LANE CONDOMINIUM TOWNHOMES AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 3 IN WESTBROOK SUBDIVISION OF THE EAST 417.93 FEET OF THE NORTH 5 ACRES (EXCEPT THE NORTH 121 FEET) OF A 10 ACRE LOT LYING IN THE NORTH EAST CORNER OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF COUNTY ROAD ALSO NORTH 33 FEET (EXCEPT THE WEST 50 FEET AND EXCEPT THE EAST 417.93 FEET) OF THE NORTH 5 ACRES (EXCEPT THE NORTH 121 FEET) OF SAID 10 ACRE LOT, IN COOK COUNTY ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24915231, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS, subject to: terms, provisions, covenants, and conditions of the Declaration of Condominium and all amendments, if any, thereto; public, and utility easements, including any easements established by or implied from the Declaration of Condominium or amendments thereto, in any; roads and highways, if any; party wall rights and agreements, if any; limitations and conditions imposed by the Condominium Property Act; general terms for the year 1984 and subsequent years; installments due after the date of closing of assessments established pursuant to the Declaration of Condominium.

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 to impound, protect and substitute said real estate or any part thereof, to dedicate streets, highways or alleys to public use, to acquire, hold, sell, lease, mortgage, convey, execute, and otherwise encumber 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, periods of time and to amend, change or modify lease and the terms and provisions thereof at any time or times hereafter, to contract to make lease and to grant options to lease and options to purchase and without to purchase the whole or any part of the premises 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 or personal property, to execute any deed or conveyance of any kind, and to do any and every act and thing in law or equity or interest in or about or respecting 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 would be lawful for any person owning the same to do, with or without assent, whether similar to or different from the ways therein 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, mortgaged, conveyed or otherwise disposed of, 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 to the payment of any taxes or other charges, or to be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged 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 of said county) who claims under any such conveyance, lease or other instrument (as that at the time of their recording the Trust Agreement and the deed, trust deed, mortgage, lease or other instrument 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, and 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) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and duly qualified with all the title, estate, 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 successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment of decree or any other liability or be liable for their agents or attorneys may do or omit to do, in or about or in connection with the provisions of this deed or said Trust Agreement, or any amendments 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 in the name of the Trustee, in his or her individual capacity, or in the name of any successor in trust, but 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 of such obligations. All persons and corporations whatsoever and whomever shall be charged with notice of this condition from the date of the filing for recording hereof.

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 premises, shall 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 about said real estate or such, but only an interest in the proceeds, arising from the sale or other disposition thereof as aforesaid, the interest hereof being in trust for said American National Bank and Trust Company of Chicago the entire trust and estate of the grantor, 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 "with limitations," or words of similar import, in accordance with the statute 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, Carol A. Riley hereunto set her hand this 29th day of August, 1984.

Carol A. Riley [SEAL] [SEAL] [SEAL]

STATE OF Illinois I, John H. Scheid, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that Carol A. Riley, divorced and not since remarried

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 therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 29th day of August, A.D., 1984.
John H. Scheid Notary Public
My commission expires January 6, 1987

American National Bank and Trust Company of Chicago
Prepared by: John H. Scheid
315 S. Plymouth Ct., Chicago, IL. 60604

1507-C Topp Lane, Glenview IL. 60025
For information only insert street address of above described property.

10.00

82 67 908-D1

COOK CO. REC. 27247550
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
CANCELLATION
27 247 550
Cook County
REAL ESTATE TRANSFER TAX
CANCELLATION

END OF RECORDED DOCUMENT