

UNOFFICIAL COPY

DEED IN TRUST

35031212

85036212

The above space for recorder's use only

THIS INDENTURE WITNESSETH. That the Grantor William E. Phelps

of the County of Cook and State of Illinois for and in consideration of Ten and no/100 (\$10,00) Dollars, and other good and valuable considerations in hand paid, Convey S and Warrant S unto THE FIRST NATIONAL BANK OF HINSDALE, a corporation organized and existing under the laws of the United States of America, whose address is First and Lincoln, Hinsdale, Illinois 60521, as Trustee under the provisions of a trust agreement dated the 15th day of April 1985, known as Trust Number L-1014 the following described real estate in the County of Cook and State of Illinois.

Unit 13-B as delineated on the survey of the following described parcel of real estate (hereinafter referred to as Parcel): Lots 2, 3, 4 and 5 in Olser's Subdivision of Lots 13 to 23 inclusive in Block 37 in Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership and by-laws, easements, covenants and restrictions for Lincoln Park Place Condominium, made by American National Bank and Trust Company of Chicago, National Banking Association, as Trustee under Trust Agreement dated October 1, 1972, and known as Trust Number 77258, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22784367, together with an undivided 2.1154 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof) as defined and set forth in said declaration and survey, all in Cook County, Illinois. P.I.N. 14-33-404-026-0126

TO HAVE AND TO HOLD the said premises 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 improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to create and subdivide or part thereof, and to resubdivide and reproprietor as often as desired, to contract to sell, to grant options to purchase, to sell in any terms, to convey either with or without consideration, to convey said premises or any part thereof in a successor or successors in trust and to grant in such successor or successors in trust all of the title, estate, powers and authority vested in said trustee, to lease, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease and property, or any part thereof, from time to time, in payment of a debt, or in payment of taxes, to commence at present or future, and upon any terms and for any period or periods of time, not exceeding if the case of any single demise the term of 199 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 conditions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to renew any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, in payment of a debt, or in payment of taxes, or of other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest, in or about or a segment or portion, of to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be law 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.

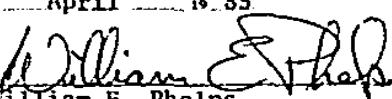
In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be encumbered or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, income, returns or advances in said premises, or be obliged or privileged to inquire into any of the terms of said trust agreement, and, except therefrom, (i) to demand, mortgage, lease or any instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, (ii) in case of other instruments, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement is in full force and effect, (b) that no disavowal or other instrument was executed in accordance with the terms, conditions and limitations contained in this indenture and in said trust agreement or in any amendment thereto and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, rental, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successor in trust, that such successor in trust have been previously acquainted and are fully satisfied with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or 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 the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed to inscribe 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, herein, expressly waive S. and reserve S. any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In witness whereof, the grantor, aforesaid he S., herunto set his hand and seal this 15th day of April 1985.


William E. Phelps (Seal)

(Seal)

(Seal)

(Seal)

Prepared by: Janet Hale - First National Bank of Hinsdale

50 S. Lincoln, Hinsdale, IL 60521 920-7000

State of Illinois, the undersigned, a Notary Public in and for said County, in
County of DuPage, do hereby certify that William E. Phelps

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 true 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 15th day of April 1985.

Sonia R. Overstreet
Notary Public

MAIL TO:
After recording return to:
THE FIRST NATIONAL BANK OF HINSDALE
First & Lincoln
Hinsdale, Illinois 60521
Attention: Trust Department

For information only; insert address of above described property

Mail tax bills to: ENBL L-1014
1920 N. Clark St.
Chicago, IL

Stamp under provisions of paragraph _____
Section 4,
Janet Hale
Date 4/15
Real Estate Lawyer
This space for filing Index and Revenue Stamps

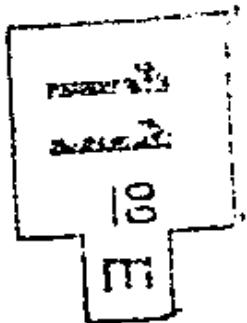
85036212

UNOFFICIAL COPY

JAN-28-65 26362 • 0606212 • A — Rec 13.5

Property Of Cook County Clerk's Office

17:6 59 AM 26



COURT REPORTER