

UNOFFICIAL COPY

DEED IN TRI

85082004

Form 191 Rev. 11-73

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Mae Cohen married to David Cohen and Esther Peller, a widow 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— and Warrant— 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 21 day of June 19 85, and known as Trust Number 64714, the following described real estate in the County of Cook and State of Illinois, to wit:

See Legal Description attached hereto and made a part thereof

Exempt Under Real Estate Transfer Tax Act Sec. 4
 For _____
 Cook County Office 104 Pps. E

June 28, 1985
 [Signature]

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 improve, manage, protect and subdivide said real estate or any part thereof, to execute deeds, mortgages or leases to execute any substitution of trust thereof and to reconvey said real estate as soon as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey all or with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, from time to time, in possession or reversion, by lease in common or in fee simple, or in fee simple for any term or terms, not exceeding in the case of any single device the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to award, change or modify leases and the terms and conditions thereof at any time or times hereafter, to refuse 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 in exercising the power of leasing the amount of ground or future rentals, in position or to exchange said real estate, or any part thereof, for other real or personal property, to give payments or charges of any kind, to release, convey or assign any 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 and for such other considerations as it should be lawful for any person in the same to deal with the same, whether a seller or as 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 that the terms of this trust have been complied with, or be obliged to inquire into the accuracy, 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, 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 Title of said county relying upon or claiming under any such mortgage, lease or other instrument, (as that at the time of the delivery thereof the trust estate of this indenture and by said Trust Agreement was in full force and effect) so that such mortgage 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, or 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 did so in conformity with the title, estate, powers, authorities, duties and obligations of his, 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 successors or assigns in trust shall incur any personal liability or be subjected to a claim, judgment or decree for enforcing it or any of its or their trusts or assignments 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 may be entered into by it in the name of the then beneficiary under said Trust Agreement or their assigns-in-fact hereby irrevocably authorized for each beneficiary or all the direction of the Trustee, in its own 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 to see that the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All powers and obligations whatsoever and whatever shall be checked 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, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is to be declared in 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, profits and proceeds thereon as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago, the 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 enter a 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 eternally 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 of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set hand and seal this _____ day of _____, 19____.

[Signature: Mae Cohen]
 [Signature: Esther Peller]

STATE OF Ill.)
 County of Cook)
 I, Delores Kennedy, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mae Cohen, married to David Cohen and Esther Peller, a widow

personally known to me to be the same person s whose name s are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that their signed, sealed and delivered the said instrument as their 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 21 day of June A.D. 19 85

My commission expires 4/11/87

[Signature: Delores Kennedy]
 Notary Public

This space for affixing Riders and Revenue Stamps

Document Number 85082004

UNOFFICIAL COPY

3300200

Property of Cook County Clerk's Office

MAIL TO:

SAMUEL P. FREIFELD
CATERING, Fairfield + Union
20 N. Clark
Stk 2600
Chicago, IL 60602

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Unit 11 C in the 1339 N. Dearborn Condominium as delineated on a survey of the following described real estate:

PARCEL 1:

Sub-Lot 5 in Assessor's Division of Lot 8 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; also

PARCEL 2:

The North 25 feet of the West 139.29 feet (except that part thereof dedicated for public alley and also except the 2 feet lying North of and adjoining said alley dedicated to Katherine P. Isham) of Lot 7 of Bronson's Addition to Chicago, a subdivision of the Northeast quarter of section 4, Township 39 North, Range 14 East of the Third Principal Meridian; also

PARCEL 3:

Sub-Lot 6 in Assessor's Division of Lot 8 in Bronson's Addition to Chicago in section 4, Township 39 North, Range 14 East of the Third Principal Meridian; also

PARCEL 4:

That part of the North 25.00 feet of Lot 7 of Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, lying East of the West line and its Northerly extension of the public alley dedicated by Document Number 132784 Recorded May 2, 1877 now vacated and lying West of the Southerly extension of the East line of Lot 5 in Assessor's Division of Lot 8 of Bronson's Addition to Chicago aforesaid, excepting from the above described property that part dedicated by said Document 132784 all in Cook County Illinois; also

PARCEL 5:

That part of the public alley dedicated by Document 132784 (now vacated) lying North of the South line of the North 25.00 feet of Lot 7 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian: all in Cook County, Illinois; which survey is attached as Exhibit "A" to Declaration of Condominium recorded as Document No. 25383595; together with its undivided percentage interest in the common elements.

PROPERTY ADDRESS: 1339 North Dearborn
Unit 11 C
Chicago, Illinois

P.I.N.:

PROPERTY INDEX NUMBERS

17-04-218-043-1075
A LA and PCL UNIT

85082004

11/20/00 09:00 AM

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Property of Cook County Clerk's Office

DEPT-01 RECORDING

\$12.35

#1111 TRAN 3754 06/28/85 12:49:00
#0359 #A *-65-082004

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COOK COUNTY CLERK'S OFFICE