

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JOHN M. ZAWALINSKI, a bachelor of the County of Cook and State of Illinois, for and in consideration of the sum of TEN AND NO/100THS-----Dollars (\$10.00), in hand paid; and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey ⁷⁰¹⁷⁻²⁴¹⁷ 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 24th day of June 19 85, and known as Trust Number 65028, the following described real estate in the County of _____ and State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED

MAIL TO: *Have + De Mustelaro*
50 Turner Ave
Chattanooga, Tenn. 37407

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 dedicate parks, streets, highways or alleys to public use, to sell, lease or otherwise dispose of said real estate as often as desired, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors, in fee simple or otherwise, to convey said real estate or any part thereof to a successor or successors in 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 perpetuity or for a term to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 156 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 or times hereafter, to execute and make leases and to grant options to lease and options to renew leases and options to purchase said real estate, or any part thereof, for other real or personal property, to accept assignments or charges of any kind, to release, convey or assign 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 ways and for such other considerations as it would be lawful for any person owning the same in 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 or successors, 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 or successors, 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 deed have been complied with, or be obliged to inquire into the authority, personality or eligibility 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 or successors, in relation to said real estate shall be conclusive evidence in favor of every person, including the Registrar of Titles in this county, relying upon or claiming under any such instrument, lease or other instrument, and that at the time of the delivery hereof, the said Trustee, or any successor or successors, in relation to said real estate and in relation to said Trust Agreement, or in all appendices thereto, if any, and binding upon all persons claiming under, or claiming through, or claiming by way of assignment or otherwise, in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage or other instrument, and (d) if the executor, trustee, powers, authorities, duties and obligations of it, his or their predecessor in trust, that such executor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This covenance 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, demand or decree for anything in or they or its or their assets or for injury to person or property happening to or done to said real estate, and all such liability shall be 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 assignee 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 its do in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interests of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under there or any of them shall be only in the earnings, profits and proceeds arising from the sale of any other disposition of said real estate, and such interest in earnings, profits and proceeds shall have no priority over any title or interest, legal or equitable in or to said real estate as such, but only an interest in earnings, profits and proceeds thereof as aforesaid, the retention hereof being in trust in said American National Bank and Trust Company of Chicago (the entire trust) and equitable title in fee simple, in and to all of the real estate above described.

If the title in 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 to amend the words "in trust" or upon condition, or "with limitations," or words of similar import, according with the estate in such case made and provided.

And the said grantor hereby expressly waives and releases his 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, fore said has hereunto set his hand and seal, this 24th day of June, 1985.

(SEAL) JOHN M. ZAWALINSKI (SEAL)

STATE OF Illinois)
 County of Cook)
 a bachelor)
 KULA PAPADARUS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOHN M. ZAWALINSKI

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 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 NOTARY seal this 24th day of June, A.D. 19 85

Kula Papadarus Notary Public
 My commission expires JANUARY 7, 1986

8/01/85
 An exempt transaction under the City of Chicago Transaction Tax Ordinance by Paragraph e of Sec. 200.12B6 of said Ordinance.
 Buyer's Agent: *David R. Johnson*

8/11/85
 An exempt transaction under the provisions of Paragraph e, Sec. 4 of the Illinois Real Estate Transfer Tax Act.
 Registrar: *David R. Johnson*

Document Number
 85139938

Prepared by
 American National Bank and Trust Company of Chicago
 Box 221

Unit 1909
 233 East Erie Street, Chicago, IL
 For information only insert street address of above described property.

UNOFFICIAL COPY

Property of Cook County Clerk Office

UNOFFICIAL COPY

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85-139938

PARCEL 1: Unit No. 1909 in Streeterville Center Condominium as delineated on survey of the following: All of the property and space lying above and extending upward from a horizontal plane having an elevation of 119.30 feet above Chicago City Datum (and which is also the lower surface of the floor slab of the ninth floor, in the 26 story building situated on the parcel of land hereinafter described) and lying within the boundaries projected vertically upward of a parcel of land comprised of Lots 20, 21, 22, 23, 24 and 25 (except that part of Lot 25 lying West of the center of the party wall of the building now standing on the dividing line between Lots 25 and 26), together with the property and space lying below said horizontal plane having an elevation of 119.30 feet above Chicago City Datum and lying above a horizontal plane having an elevation of 118.13 feet above Chicago City Datum (and which plane coincides with the lowest surface of the roof slab of the 8-story building situated on said parcel of land) and lying within the boundaries projected vertically upward of the South 17.96 feet of the aforesaid parcel of land, all in the Subdivision of the West 394 feet of Block 32, except the East 14 feet of the North 80 feet thereof in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Streeterville Center Condominium Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26017897; together with its undivided percentage interest in the common elements.

PARCEL 2: Easement for the benefit of Lot 25 of the right to maintain party wall as established by Agreement between Edwin B. Sheldon and Heaton Owsley recorded August 11, 1892 as Document Number 1715549 on that part of Lots 25 and 26 in Kinzie's Addition aforesaid occupied by the West 1/2 of the party wall, all in Cook County, Illinois.

PARCEL 3: All those certain easements, privileges, rights of use and all other benefits described in that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26017894, as granted for the benefit of Parcel 1, by a Deed from American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated December 11, 1980 and known as Trust No. 51534 to Wendy Young dated October 1, 1981, and recorded October 1, 1981, as Document Number 26017895.

Permanent Index No.: 17-10-203-027-1109

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