

UNOFFICIAL COPY

This Indenture Witnesseth That the Grantor (s) Ellieen W. Dicke,  
married to James F. Dicke,

12.00

of the County of Cook and State of Illinois Initial E. W.  
of Ten and no/100 (\$10.00) Dollars,

and other good and valuable considerations in hand, paid, Conveys ~~and~~ HARRIS TRUST AND SAVINGS BANK, 111 West Monroe Street, Chicago, Illinois 60600, a corporation of Illinois  
as Trustee under the provisions of a trust agreement dated the 1st day of March 1988  
known as Trust Number 41030, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

See Exhibit A attached hereto and made a part hereof.

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE STAMP OCT 11-88  
\$ 50.00

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE OCT 11-88  
750.00

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
1500.00

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 vacate any subdivision or part thereof, and to resubdivide said property 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 premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust, all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases 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 demise the term of 99 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 provisions thereof at any time or times hereafter, to contract 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 reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for 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 easement appurtenant 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 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessors 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 not to register 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, James F. Dicke 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor Ellieen W. Dicke hereunto set her hand and seal this 25th day of September 1988.

(SEAL) Ellieen W. Dicke (SEAL)  
(SEAL) James F. Dicke (SEAL)

THIS INSTRUMENT WAS PREPARED BY

Deborah Bleich Cogan  
Name

Isham, Lincoln & Beale  
Address  
19 South LaSalle Street  
Chicago, Illinois 60603

70-64-671 B3

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE OCT 11-88  
750.00

86448425

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BOX 8 C.A. P3

TRUST No. ....

DEED IN TRUST

TO  
JAMES TRUST AND SAVINGS BANK  
TRUSTEE  
PROPERTY ADDRESS

HARRIS TRUST AND SAVINGS BANK  
111 West Monroe Street  
CHICAGO

12241 (REV. 11/73)

Property of Cook County Clerk's Office

1986 OCT -1 PM 12: 23  
86448425

James Lewis  
Coffield, Ingore, Harris Slavin  
THREE FIRST NATIONAL PLAZA  
CHICAGO, ILLINOIS 60602  
C.A. P3

STATE OF OHIO  
COUNTY OF AUGLAIZE  
ss. I, Carol A. Jones  
a Notary Public, in and for said County, in the State aforesaid, do hereby certify that  
Eileen W. Dicke and James F. Dicke, wife and husband  
personally known to me to be the same persons, whose names are subscribed to  
the foregoing instrument appeared before me this day in person, and acknowledged that  
they aligned, 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 Notarial Seal this 25th day of September 1986  
Carol A. Jones  
Notary Public  
My Commission Expires January 24, 1990

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## EXHIBIT A

Unit Number 27 "A", in the 1100 Lake Shore Drive Condominium, as delineated on a survey of the following described real estate: Lot 5, together with accretions thereto, and part of Lot 4 in the subdivision of the South 1/2 of Lot 11, and the East part of Lot 12 in Block 2 in the Canal Trustees' Subdivision, together with parts of Lots 33 and 34 in Healey's Subdivision of Lot 1 and the North 1/2 of Lot 11 and part of Lot 10 in Block 2 in the Canal Trustee's Subdivision, all in the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25274945, together with its undivided percentage interest in the common elements in Cook County, Illinois.

Subject To: Covenants, conditions, restrictions and easements and rights-of-way or record; terms, provisions, covenants, conditions of the Declaration of Condominium with respect to such Unit and all amendments thereto and any easements established or implied from the Declaration of Condominium and any amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for 1986 and subsequent years; and installments of assessments established pursuant to the applicable Declaration of Condominium which are due and payable after the date of closing.

/ Unit 27A, 1100 North Lake Shore Drive, Chicago, Ill.  
PREIN 17-03-201-076-1049 *DM*

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