

DEED IN TRUST

UNOFFICIAL COPY

86528375

Form 101 Rev. 11-71

The above space for recorder's use only

86528375

THIS INDENTURE WITNESSETH, THAT THE GRANTORS, JEFFREY P. CLARK and MARY E. LANDER, n/k/a MARY L. CLARK, his wife, of the County of Cook and State of Illinois, for and in consideration of the sum of ten and no/100----- 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 31st day of October 1986, and known as Trust Number 100428-02 the following described real estate in the County of Cook and State of Illinois, to wit:

See attached legal description. Subject to: covenants, conditions, and restrictions of record, terms, provisions, covenants, and conditions of the Declaration of Condominium and all amendments, if any, thereto; public, and utility easements, including any easements established or implied from the Declaration of Condominium or amendments thereto, if any, and roads and highways, if any; party wall rights and agreements, if any; limitations and conditions imposed by the Condominium Property Act; mortgage or trust deed specified below, if any; general taxes for the year 1986 and subsequent years; installments due after the date of closing assessments established pursuant to the Declaration of Condominium;

Prepared by: Joel Brosk 101 N. Wacker, #1130 Chicago, IL

P.I.N. 17-16-424-011-1304

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 vacate any subdivision or part thereof, to resubdivide said real estate 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 real estate 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 real estate, or any part thereof, to lease 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 or periods of time, not exceeding in the case of any single lease 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 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 grant or make any charge 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 other ways and for such other considerations as it would be lawful for any person owning the same and 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 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 to the application of any purchase money, rent or money lawfully or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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 claiming the benefit of Titles of said real estate, or any part thereof, 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 any amendments thereto, if any, and binding upon all beneficiaries in trust, (c) 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 (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.

This convenience is made upon the express understanding and condition 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, judgment or decree for anything it or they or its or their agents or attorneys may or may not do in or about the said real estate or under the provisions of this Deed of Trust Agreement or any amendment 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 by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the option of the Trustee, in its own name, as Trustee of an express trust and not individually; 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 and discharge thereof. All persons and corporations whomsoever and whatsoever shall be charged 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, profit, and proceeds arising from the sale of any other disposition of said real estate, and such interest is hereby declared to be personal property, and hereout as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, it 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 file 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 grantors hereby expressly waive, and release, 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 grantors, S aforesaid have hereunto set their hand S and seal S this 31st day of October 1986. JEFFREY P. CLARK (SEAL) MARY E. LANDER, n/k/a MARY L. CLARK (SEAL)

STATE OF Illinois, a Notary Public in and for said County of Cook, do hereby certify that Jeffrey P. Clark and Mary E. Clark, his wife

personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 31st day of October, 1986.

Notary Public My commission expires 4/1/87

Vertical stamp: 71 11/15/86 7917

86528375

This space for Affixing Rights and Reserve Stamps

Document Number

UNOFFICIAL COPY

2025-01-12  
11:00 AM

Property of Cook County Clerk's Office

2025-01-12  
11:00 AM

# UNOFFICIAL COPY

0 6 5 2 8 3 7 5

UNIT 104 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1169 SOUTH PLYMOUTH COURT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25836648, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$11.00  
T04444 TRAN 0111 11/10/86 09:50:00  
#2838 # D \* -86-528375  
COOK COUNTY RECORDER

86528375

-86-528375

11<sup>00</sup>

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK  
2019 JUNE REPORT  
2019 JUNE REPORT  
2019 JUNE REPORT

20190612

