

# UNOFFICIAL COPY

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1986 DEC -2 PM 2: 15

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COOK CC. P.O. 016

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## WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, NAOMI R. BROWN (married to LEE B. BROWN), 1550 North Lake Shore Drive, of the County of COOK and State of ILLINOIS for and in consideration of 11.00 TEN Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, whose address is 111 West Washington Street, Chicago, Illinois 60602, as Trustee under the provisions of a trust agreement dated the 29th day of July 1983, known as Trust Number 1084111 the following described real estate in the County of Cook and State of Illinois, to-wit:

UNIT NUMBER 21-B TOGETHER WITH AN UNDIVIDED .404 PERCENT INTEREST IN THE COMMON ELEMENTS IN 1550 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24132177 IN THE NORTH 1/2 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to: ordinary and customary covenants, conditions, and restrictions of record; terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments, if any, thereto; private, public, and utility easements, including any easements established by 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; special taxes or assessments for improvements not yet completed; any unconfirmed special tax or assessment; installments not due at the date hereof for any special tax or assessment for improvements heretofore completed; 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.

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 execute 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 term, 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 mortgage, to 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 lease to commence in present or 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 reversion and to contract respecting the manner of fixing the amount of present or future rentals to be paid on 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 encumbrance 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, 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 premises 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, or that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (c) 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 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 not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limit thereon", or words of similar import, in accordance with the statute in such case made and provided.

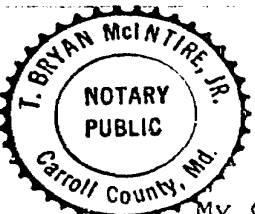
And the said grantor hereby expressly waives, S and release S any and all right or benefit under any law by virtue of any real and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid in S, hereto set her hand and seal, this 3rd day of November 1986.

Naomi R. Brown (Seal)  
 NAOMI R. BROWN  
 Lee B. Brown (Seal)  
 LEE B. BROWN (signed solely to waive homestead and other spousal rights) (Seal)

This Deed was prepared by Jerry D. Jones, c/o Wilson & McIlvaine, Room 2300, 135 South LaSalle Street, Chicago, IL 60603; (312) 263-1212

State of MARYLAND )  
 County of CARROLL ) ss. T. Bryan McIntire a Notary Public in and for said County, in the state aforesaid, do hereby certify that NAOMI R. BROWN and LEE B. BROWN, husband and 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 notarial seal this 3rd day of November 1986.

My Commission Expires: 7/1/90 Notary Public T. Bryan McIntire

After recording return to:  
 Box 533 (Cook County only)

CHICAGO TITLE AND TRUST COMPANY  
 111 West Washington St. / Chicago, Ill. 60602  
 Attention: Land Trust Department

1550 N. Lake Shore Drive - Unit 21-B  
 Chicago, Illinois 60610

For information only insert street address of above described property.

BOX 333-HV3

STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 DEPT. OF REVENUE  
 70.00

COOK COUNTY  
 REAL ESTATE TRANSACTION TAX  
 DEPT. OF REVENUE  
 70.00

CITY OF CHICAGO  
 REAL ESTATE TRANSACTION TAX  
 DEPT. OF REVENUE  
 700.00

This space for affixing Riders and Revenue Stamps

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