IN TRUST

THIS INDENTURE, made this

10th

day of

November

, 1986 , between

First Illinois Bank of Wilmette

duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the association in pursuance of a certain Trust Agreement, dated the

April , 1985 , and known as Trust Number day of

TWB-0372

party of the first part, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 North LaSalle Street, Chicago, Illinois, as Trustee 6th under the provisions of a certain Trust Agreement, dated the

day of November , 1986 , and known as Trust Number

100507-06

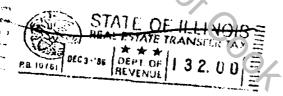
party of the second part.

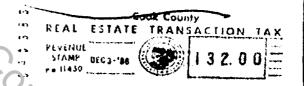
WITNESSETH, that said party of the first part, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and of

Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the Cook following described real estate, situated in County, Illinois, to-wit:

86577161

19ch DEC -3 PH 1: 6:1 Unit 76 - See Attached





together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the said real estate with the appurlenance... Pon the trusts, and for the uses and purposes berein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE ELLE OF THIS INSTRUMENT ARE MADE A

PART HEREOF

The naid granter hereby expressly waives and releases any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale of execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant of rection and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trustee. If the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee granter named herein, and of every other power and authority thereinto enabling. This deed is made subject to the liens of all trust coeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereit affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and after 12d by its Assistant

Secretary, the day and year first above written.

TIRST ILLINOIS BANK OF WILMETTE By VICE P. G. SIDENT ASSISTANT SECRETARY

STATE OF ILLINOIS នន COUNTY OF COOK

1, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the FIRST ILLINOIS BANK OF WILMETTE

personsity known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Orantor for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Grantor caused the corporate seal of said Grantor to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein sot forth

Margaret H. Carroll

THIS INSTRUMENT PREPARED BY

Inverness Homes, Inc. 330 W. Frontage Rd. Northfield, IL 60093

Given under my hand and Notary Soul.

NOVEMBER_17, 1986

MY COMMISSION EXPIRES MAY 9, 1989

American National Bank and Trust Company of Chicago Box 221

129 Knockderry Ln., Inverness, IL 60067
For information only insert street address of above described property

UNOFFICIAL COPY

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, and 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 leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 real estate, 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 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 to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no cash 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 borrowed or a ive icod 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 (including the Registrar of Titles of said county) relying upon or claiming under any such of nveyance, 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 execute in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or in successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, leare, nortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such recessor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, newers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance 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 do or omit to do in or about the said real entries or under the provisions of this Deed or said 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 election 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 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 Trus. A resment and of all persons claiming under them or any of them shall be only in the earnings, avails and proceed, at sing from the sale or any 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof bong to vest in said American National Bank and Trust Company of Chicago the entire 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 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.

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Unit No. 76 , in Inverness on the Ponds Condominium as delineated on the Survey of a portion of the following described real estate:

Loch Lomand Greens Unit 1, being a Subdivision of parts of Lots 11 and 14 in School Trustees Subdivision of Section 16, Township 42 North, Range 10 Fast of the Third Principal Meridian, according to the Plat thereof recorded December 4, 1980 as Document 25,692,755 and Inverness on the Ponds Unit 2, being a Subdivision of part of Lot 11 in School Trustees Subdivision of Section 16, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1985 as Document 85-198,886 in Cook County. Illinois which survey is attached as Exhibit B to the amended and restated Declaration of Condominium Ownership made by Chicago Title and Trust Company, as Trustee under Trust Agreement dated July 17, 1979, and known as Trust Number 1075503, recorded in the Office of the Recorder of Deeds of Look County, Illinois, on June 9, 1983 as Document Number 26,637,534 , together with a percentage of the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended Declarations as same are filed of record, pursuant to said Declaration and together with additional common elements as such amended Declarations are filed of record in the percentages set forth in such amended Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of such amended Declaration as though conveyed hereby.

Fermanent Tax Number: 02-16-301-008 Volume: 149

COMMONLY KNOWN AS: 129 KNOCKDERRY LANE, INVERNESS, IL 6006

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