

UNOFFICIAL COPY

Document No. _____ filed for Record in Recorder's Office of _____ County, Illinois, on the

_____ day of _____ at _____ o'clock _____ M., and recorded on page _____

DEED IN TRUST (Warranty Deed) _____ Recorder

12.00

DEED IN TRUST

THIS INDENTURE WITNESSETH That The Grantor, LARRY L. SOMMERVILLE, a married man to Linda Sommerville of the

County of Cook and State of Illinois for and in consideration of Ten _____ dollar (\$ 10.00) and other good and valuable consideration in hand paid, Convey and Warrant to AMCORE BANK N.A., ROCKFORD, a national banking association having trust powers, whose address is 501 Seventh Street, P.O. Box 1537, Rockford, Illinois, 61110, its successor or successors, as Trustee under a Trust Agreement dated the 4th day of SEPTEMBER, 1980, known as Trust Number 7641, the following described real estate in the County of Cook and State of Illinois:

UNIT NUMBER 11-"B" IN 3300 LAKE SHORE DRIVE AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE SOUTH 100 FEET OF LOTS 36, 37, 38 AND 39 AND THE SOUTH 100 FEET OF THAT PART OF LOT 40 LYING WEST OF THE WEST LINE OF SHERIDAN ROAD IN BLOCK 3 IN LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION AS TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 1, 1973 AND AMENDED MARCH 7, 1974 AS DOCUMENT NUMBER 22648121 AND KNOWN AS TRUST NUMBER 2171 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22632555 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

COOK CO NO 016
250999
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
69.00

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE
69.00

Subject only to: (a) covenants, conditions, and restrictions of record; (b) terms provisions, covenants, and conditions of the Declaration of Condominium and all amendments, if any, thereto; (c) private, public, and utility easements, established by or implied from the Declaration of Condominium or amendments thereto, if any, and roads and highways, if any; (d) party wall rights and agreements, if any; (e) limitations and conditions imposed by the condominium Property Act; (f) special taxes or assessments for improvements not yet completed; (g) any unconfirmed special tax or assessment; (h) installments not due at the end at the date hereof for any special tax or assessment for improvements heretofore completed; (i) mortgage or trust deed specified below, if any; (j) general taxes for the year 1986 and subsequent years; and (k) installments due after the date of closing assessment established pursuant to the Declaration of Condominium.

Jr.

PROPERTY CODE: 14-21-310-055-1026 PROPERTY ADDRESS: 3300 North Lake Shore Drive
Apartment 11-B
Chicago, IL

together with the tenements and appurtenances thereunto belonging and for the purposes set forth herein and in said Trust Agreement.

FULL POWER AND AUTHORITY is hereby granted to said Trustee to take the following actions regarding said real estate: (a) Improve, manage, protect and subdivide said real estate or any part thereof; (b) Dedicate parks, streets, highways or alleys; (c) Vacate any subdivision or part thereof; (d) Resubdivide said real estate as often as desired; (e) Contract to sell; Grant options to purchase; (g) Sell on any terms; (h) Convey either with or without consideration; (i) Convey said real estate or any part thereof to a successor or successors in trust; (j) Grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; (k) Donate, dedicate, mortgage, pledge or otherwise encumber said real estate, or any part thereof; (l) Lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the 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; (m) Renew or extend leases upon any terms and for any period or periods of time; (n) Amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; (o) Contract to make leases; (p) Contract to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion; (q) Contract respecting the manner of fixing the amount of present or future rentals; (r) Partition or exchange said real estate, or any part thereof, for other real or personal property; (s) Grant easements or charges of any kind; (t) Release, convey or assign any right, title or interest in or about, or easement appurtenant to, said real estate or any part thereof; (u) Deal with said real estate and every part thereof in all other ways and for such other consideration 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.

Warranty 71-2-182 DFR

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In no case shall any party dealing with said Trustee 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, 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 said 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 herein 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 herein and in said Trust Agreement or in any amendments thereof and is binding upon all beneficiaries, (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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 estate 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 said 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 said Trustee, in its own name, as Trustee of an express trust and not individually (and said 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 said Trustee shall be applicable for the payment and discharge thereof.) All persons and corporations whomsoever 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, avails and proceeds arising 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 being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

Said Grantor 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 of homesteads from sale on execution or otherwise.

Executed this 7th day of MAY, 19 87

Grantor(s) Larry S. Somerville
LARRY SOMMERVILLE 1987 MAY -8 14 3-10 6-24 9 72
Linda Somerville
LINDA SOMMERVILLE, wife of Larry Somerville

STATE OF Illinois } I, the undersigned, a Notary Public in and for said County and State aforesaid,
COUNTY OF Cook } SS DO HEREBY CERTIFY THAT Larry Somerville, and
Linda Somerville his wife,

who 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 signed, sealed and delivered the said instrument as free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7th day of MAY, 19 87

Adrian J. McGee
Notary Public

Future tax bills to: AMCORE BANK N.A., ROCKFORD
TRUST DEPARTMENT
P.O. Box 1537
Rockford, IL 6110-0037

Return recorded Deed to: AMCORE Bank N.A., Rockford
Trust Department
P.O. Box 1537
Rockford, Illinois 61110-0037

BOX 888-WJ

This instrument prepared by: Marvin I. Medintz, 203 North Wabash Avenue, Chicago, IL 60601