

UNOFFICIAL COPY 87385438

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

DEED IN TRUST

THIS INDENTURE WITNESSETH That The Grantors VINCENZO L. TRAINA and CAROL TRAINA, husband and wife of the

County of Ogle and State of Illinois for and in consideration of Ten dollar ε (\$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 \_\_\_\_\_ day of May, 1987, known as Trust Number 81-7866, the following described real estate in the County of Cook and State of Illinois:

SEE EXHIBIT "A" ATTACHED HERETO

SUBJECT TO: General real estate taxes for the year 1987 and subsequent years and easements and restrictions of record.

Exempt under provisions of paragraph (e) Sec. 1004 Real Estate Transfer Act. Dated: July 3, 1987

Thomas F. Beckstrand  
Agent for Grantor

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PROPERTY CODE: \_\_\_\_\_ PROPERTY ADDRESS: 300 No. State St.  
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.

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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 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 exemption of homesteads from sale on execution or otherwise.

Executed this 2 day of July, 1987

Grantor(s)

*Vincenzo L. Traina*

Vincenzo L. Traina

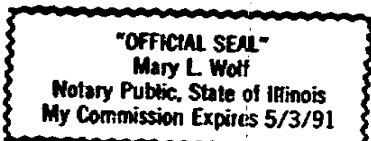
*Carol Traina*

Carol Traina

STATE OF Illinois } I, the undersigned, a Notary Public in and for said County and State aforesaid,  
 COUNTY OF Winnebago } SS DO HEREBY CERTIFY THAT  
Vincenzo L. Traina and Carol Traina, husband and wife

who are personally known to me to be the same person whose names 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 purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 3 day of July, 1987.



*Mary L. Wolf*

Notary Public

Future tax bills to: AMCORE Bank N.A., Rockford  
Trust 31-7866  
P. O. Box 1537  
Rockford, IL 61110-0037

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



This instrument prepared by: Armour T. Beckstrand, P. O. Box 4245, Rockford, IL 61110

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## Parcel 1:

Unit No. 2735 as delineated on survey of Lot 1 and Lot 2 of Harper's Resubdivision of part of Block 1 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian and of a part of Block 1 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with parts of certain vacated streets and alleys lying within and adjoining said Blocks, situated in the City of Chicago, Cook County, Illinois which surveys are attached as Exhibit A to Declaration of Condominium Ownership made by Marina City Corporation, a corporation of Illinois and recorded in the Office of the Recorder of Deeds for Cook County, Illinois as document No. 24238692, together with an undivided .00108 interest in the Property described in said Declaration of Condominium Ownership (excepting from said Property all the property and space comprising all the Units thereof as defined and set forth in said Declaration of Condominium Ownership and surveys) situated in Cook County, Illinois, commonly known as Unit No. 2735 300 North State Street, Chicago, Illinois 60610.

## Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as set forth in Declaration of Condominium Ownership aforesaid recorded December 15, 1977 as document 24238692 and as created by Deed from Marina City Corporation, a corporation of Illinois, to Vincenzo L. Traina and Carol Traina \*\*\*\*\* recorded March 30, 1978 as document 24383134 for access, ingress and egress in, over, upon, across and through the Common Elements as defined therein.

## Parcel 3:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as created in Grants and Reservation of Easements recorded December 15, 1977 as document 24238691 and set forth in Deed from Marina City a corporation of Illinois, to Vincenzo L. Traina and Carol Traina \*\*\*\*\* recorded March 30, 1978 as document 24383134 in, over, upon, across and through lobbies, hallways, driveways, passageways, stairs, corridors, elevators and elevator shafts located upon those parts of Lots 3 and 4 in Harper's Resubdivision aforesaid designated as 'Exclusive Easement Areas' and 'Common Easement Areas' for ingress and egress and also in and to structural members, footings, braces, caissons, foundations, columns and building cores situated on Lots 3 and 4 aforesaid for support of all structures and improvements, in Cook County, Illinois

EXHIBIT "A"

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Property of Cook County Clerk's Office

11/11/11

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WINNEBAGO )

ARMOUR T. BECKSTRAND, being duly sworn on oath, states that he maintains a law office at 501 7th Street, Rockford, Illinois, that the attached deed represents:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines, which does not involve any new streets or easements of access.
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance of land for highway or other public purpose or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
9. The sale of a single lot of less than 5 acres from a larger tract of land existing on October 1, 1973; there have been no prior sales of lots from the same larger tract of land as determined by its dimensions and configuration on October 1, 1973; and a survey of the larger tract and the single lot has been made by a registered surveyor.
10. This conveyance is merely a transfer from individually owned property to a National Bank as Trustee of a Trust and does not represent any division or subdivision of property.

CIRCLE AND INITIAL THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

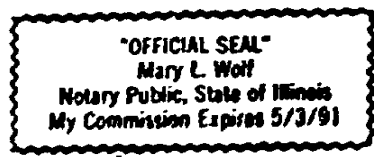
AFFIANT further states that this affidavit is made and submitted for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Arman T. Beckstrand

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SUBSCRIBED and SWORN to before me this 2 day of July, 1987.

Mary L. Wolf  
Notary Public



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Property of Cook County Clerk's Office

OFFICIAL SEAL  
Mary L. Wolf  
Notary Public, State of Illinois  
My Commission Expires 02/28/2018