

The above space for recorders use only

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **WALTER E. COX and PHYLLIS COX**, 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 OF LANSING**, a national banking association whose address is **3115 Ridge Road, Lansing, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **19th** day of **January**, 19 **87**, and known as Trust Number **2040-709** the following described real estate, situated in **Cook** County, Illinois, to wit:

LEGAL DESCRIPTION AS PER RIDER ATTACHED

Cook County
REAL ESTATE TRANSACTION TAX
 REVENUE STAMP SEP-6-88
 32.50

PA 10586
 DEPT. OF REVENUE
 STATE OF ILLINOIS
 DEPT. OF REVENUE
 32.50

Subject to conditions, restrictions and easements of record. Subject to 1988 real estate taxes and subsequent years.

P.I.N.: 33-05-109-065-1020

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, 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, 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 same, 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 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 owing 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, 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 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 (including the Registrar of Titles of said county) 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 all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, 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 it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank of Lansing, 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 failure to perform 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 whatsoever 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, 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 instrument hereof being to vest in said American National Bank of Lansing 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.

And the 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 or homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantor Walter E. Cox and Phyllis Cox hereunto set their hand and seal this 2nd day of September 19 88.

WALTER E. COX (SEAL) PHYLLIS COX (SEAL)

THIS INSTRUMENT PREPARED BY THOMAS P. PANICHI, 18225 Burnham Avenue, Lansing, Illinois, a Notary Public in and for said State of Illinois County of Cook County, in the State aforesaid, do hereby certify that WALTER E. COX and PHYLLIS COX, his wife,

personally known to me to be the same person Walter E. Cox and Phyllis Cox whose name they 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 2nd day of September 19 88.

Vicky L. Bostick Notary Public

My commission expires December 3, 1988

This space for affixing riders and revenue stamps

Document 88404079

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1988 SEP -6 PM 12:02

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BOX 333 - TH

Mail to: Mr. Edward Sheridan
18607 S. Louisa
Lansing, IL 60438

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PARCEL 1: Unit 334 as Delineated on Survey of the following described parcel of real estate (hereinafter referred to as 'Parcel'), a tract of land in the South West 1/4 of the North West 1/4 of Section 5, Township 35 North, Range 15 East of the Third Principal Meridian, described as follows: Commencing at the South West corner of the North 1/2 of the aforesaid Section, thence North along the West line (center line of Burnham Avenue) a distance of 674.38 feet to a point which is the point of beginning, thence East along a line parallel to the East and West 1/2 Section line a distance of 268 feet to a point, thence in a Northwesterly direction a distance of 218.47 feet to the point 200 feet North of and 180 feet East of the point of beginning, thence West 180 feet on a line parallel to said 1/2 Section line to a point on the West line of said Section, thence South a distance of 200 feet to the point of beginning, in Cook County, Illinois, which Plat of Survey is attached as Exhibit 'A' to Declaration of Condominium made by First National Bank of Lansing, a National Banking Association, as Trustee under Trust Agreement dated June 15, 1971 and known as Trust Number 2391 recorded in the Office of the Recorder of Deed of Cook County, Illinois, as Document 21891091; together with its undivided percentage interest in said 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) also

PARCEL 2: A perpetual and exclusive parking easement in and to building parking space number 9 as defined and set forth in said Declaration and Survey.

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