

UNOFFICIAL COPY

DEED IN TRUST

The above space for recorder's use only.

Form 191 Rev. 11-71

71-03-669-0.3

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, MAUD-CLYBOURN PROJECT LIMITED PARTNERSHIP, an Illinois limited partnership 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 AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 1st day of March 19 88, and known as Trust Number 104887-08, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A, attached hereto and made a part hereof.

88148007

This deed represents a transaction exempt under paragraph c, Section 4 of the Illinois and Estate Transfer Tax Act.

P.I.N.(s): 14-32-400-002, 008, 009 and 016 through 021 and 14-32-401-026 through 039

Dated 3-1-88

Return to:

Barbara Powers

This instrument prepared by: Carole K. Towne, Goldberg, Kohn, Bellis & Kuhn, Attorneys at Representative 55 East Monroe Street, Suite 3900, Chicago, Illinois 60603

I HEREBY DECLARE THAT THIS DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSFER TAX ORDINANCE BY PARAGRAPH (c) OF SECTION 4.1.1 OF SAID ORDINANCE.

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 any public utility or to reserve any portion of said real estate as shown on plans, to contract to sell, to grant options to purchase, to sell or any terms, to convey either with or without warranty, 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, to lease 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 lease to commence in present or in 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 lease and to grant options to lease and to execute and deliver leases and options to purchase the whole or any part of the premises and to contract respecting the manner of fixing the amount of present or future rentals, in partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant, execute, or change of estate or estate in right, title or interest in or about or incident 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 in fee 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 to the application of any purchase money, or he be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or he shall be permitted to inquire into any of the terms of said Trust Agreement; and every deed, lease, 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 claiming the same, and shall be binding upon and enforceable under any such conveyance, lease or other instrument, (b) that at the time of the delivery thereof the trust created by this instrument and by said Trust Agreement was in full force and effect, (c) that such conveyance or other instrument was executed in accordance with the terms, 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, let that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such 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 the, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions 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 estate or under the provisions of this Deed or said Trust Agreement or any amendment thereof, or for injury to persons 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 beneficiary under said Trust Agreement as their attorney-in-fact, lawyer, treasurer, agent, broker, or as the clerk 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 Agreement and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations 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, annuities 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 the earnings, annuities and proceeds thereof as aforesaid, the interest hereof being to rest in said American National Bank and Trust Company of Chicago the entire and sole of equitable title in fee simple, in and to said the real estate there 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 a 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 its laws of the State of Illinois, providing for exemption or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set its hand and seal this 1st day of March 19 88

MAUD-CLYBOURN PROJECT LIMITED PARTNERSHIP, an Illinois limited partnership By: Stephen R. Ballis John L. Kuhn

STATE OF ILLINOIS ss. Carole K. Towne, Notary Public in and for said County of COOK County, in the State aforesaid, do hereby certify that Stephen R. Ballis and John L. Kuhn, being the sole general personal partners of the Maud-Clybourn Project Limited Partnership, an Illinois limited partnership

personally known to me to be the same person 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 and the free and voluntary act of said partnership.

GIVEN under my hand and seal this 1st day of March A.D., 19 88

My commission expires 5-31-88

American National Bank and Trust Company of Chicago Box 221 Vacant Land 1900 Block of N. Maud St. Chicago, IL For information only insert street address of

This space for affixing Riders and Revenue Stamps See deed filed as doc for Trump's delinquent

Document Number

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

88148007

# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL 1:

LOTS 10 AND 11 IN CHARLES H. HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

### PARCEL 2:

LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 66 AND 67 IN CHARLES H. HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

### PARCEL 3:

LOTS 68 THROUGH 71, BOTH INCLUSIVE, IN CHARLES H. HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

### PARCEL 4:

LOTS 45 THROUGH 51, BOTH INCLUSIVE, IN CHARLES H. HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

### PARCEL 5:

LOTS 93 THROUGH 99, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 3 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

### PARCEL 6:

LOTS 1 AND 2 IN HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

88148007

88148007

14.32.400.002  
14.32.400.014 - 021  
14.32.401.010 - 011  
14.32.401.026 - 039

North Marsh, North of  
Chicago, IL

Seminary

DEPT-01 RECORDING  
TR#1111 TRAM 7529 94/88/88 15:10:00  
#597 # 2 \* 38-148007  
COOK COUNTY RECORDER

12.00

\$12.00

# UNOFFICIAL COPY

A. 1111111

1111111

THE STATE OF ILLINOIS, COUNTY OF COOK, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

Property of Cook County Clerk's Office

1111111

1111111



1111111

1111111