

This Indenture Witnesseth That the Grantor (s) SALVATORE J. NUCCIO, JR. and EMILY NUCCIO, his wife

of the County of Cook and State of Illinois for and in consideration of Ten and no/100 (\$10.00) Dollars,

and other good and valuable considerations in hand, paid, Convey and WARRANT unto HARRIS TRUST AND SAVINGS BANK, 111 West Monroe Street, Chicago, Illinois 60600, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 15th day of May 1978, known as Trust Number 1033979-09, the following described real estate in the County of Cook and State of Illinois, to-wit:

LEGAL DESCRIPTION RIDER ATTACHED HERETO

SUBJECT TO: General real estate taxes for 1987 (2nd installment and subsequent years); and to unpaid principal indebtedness secured by Mortgage Doc. #26096403 - as assigned by Docs. 27115857 and 87410886.

Permanent Real Estate Index No. 14-28-308-024-1171 and 1171.

2754 N Hampden Ct. Chgo

TO HAVE AND TO HOLD the said premises 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as of or 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 premises 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 authority vested in said trustee, to donate, to dedicate to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease and property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present 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 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 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 property, 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 enment appurtenant to said premises or any part thereof, and to deal with said property 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 case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see that the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (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) that 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 predecessors in trust.

The interest of each and every beneficiary hereunder 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 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, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 grantors 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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid have hereunto set their hands and seals this 30th day of April 1988.

Salvatore J. Nuccio, Jr. (SEAL) Salvatore J. Nuccio, Jr.

Emily Nuccio (SEAL) Emily Nuccio

(SEAL)

(SEAL)

THIS INSTRUMENT WAS PREPARED BY

W. Richard Helms Jenner & Block

One IBM Plaza Chicago, Illinois 60611

UNOFFICIAL COPY

BOX 45
NEW

TRUST No. 1

DEED IN TRUST

TO
HARRIS TRUST AND SAVINGS BANK
TRUSTEE

PROPERTY ADDRESS

HARRIS TRUST AND SAVINGS BANK
111 West Monroe Street
CHICAGO

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE MAY 30 '08
611.25

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP MAY 31 '08
22.50

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
688.00

STATE OF ILLINOIS } ss. I, ROBERT D. SILVESTRI
COUNTY OF COOK }
a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
Salvatore J. Nuccio, Jr. and
Emily Nuccio, his wife
who are
personally known to me to be the same persons 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 uses and purposes therein set forth, including the release
and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal this 23rd day
of May 1988
Notary Public.

Property of Cook County Clerk's Office

00232288

UNOFFICIAL COPY

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LEGAL DESCRIPTION RIDER

RESIDENTIAL UNIT NOS. 1707 and
GARAGE UNIT NOS. 1-18, in HAMPDEN TOWER
CONDOMINIUM, as delineated on a survey of the following described
real estate: Lots 14, 15 and 16 in Lehmann Diversey Boulevard
Addition in the Southwest 1/4 of Section 28, Township 40 North,
Range 14, East of the Third Principal Meridian, in Cook County,
Illinois; which survey is attached as Exhibit "A" to Declaration
of Condominium Ownership made by Exchange National Bank of
Chicago, as Trustee under Trust No. 33979, recorded in the Office
of the Recorder of Deeds, Cook County, Illinois, as Document
No. 2596557, together with their undivided percentage interests
in the Common Elements.

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TRAM 8373 05/31/88 16:00:00
#367 # C * -88-232032
COOK COUNTY RECORDER

88232032

1300

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
600 N. LAKE ST. CHICAGO, IL 60611
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

01/16/2010