

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, ERNEST KAPLAN, INDEPENDENT EXECUTOR OF THE WILL OF SHIRLEY STONE, DECEASED, BY VIRTUE OF LETTERS TESTAMENTARY ISSUED TO HIM BY THE COURT OF COOK COUNTY, STATE OF ILLINOIS IN CASE # 88P3356, AND IN EXERCISE OF THE POWER OF SALE GRANTED TO HIM IN AND BY SAID WILL AND IN PURSUANCE OF EVERY OTHER POWER AND AUTHORITY, FOR AND IN CONSIDERATION of the sum of Twenty-Two Thousand, Five Hundred Dollars (\$ 22,500.00) hereby Quiet Claims and

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Conveys 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 15TH day of AUGUST 1989, and known as Trust Number 10991-06, the following described real estate in the County of Cook and State of Illinois, to wit:

SEE REVERSE

COOK COUNTY, ILLINOIS FILED FOR RECORD

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Property of Cook County

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 subdivide 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 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, to possession or reversion, by leases 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 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. In contract to make lease and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reservation and to contract reserving the manner 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 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, 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 thereunder, (c) that said Trustee, or any successor in trust, 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 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 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 the Trustee in connection with said real estate may be enforced only by it in the name of the then 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 of 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 American National Bank and Trust Company of Chicago 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 considered, the Registrar of Titles is hereby directed not to register or file 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 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 or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 30th day of August 1989 Ernest Kaplan

STATE OF ILLINOIS } 1 Norman L. Bloch a Notary Public in and for said COUNTY OF COOK } ss. County, in the State aforesaid, do hereby certify that Ernest Kaplan, Independent Executor of the Estate of Shirley Stone, Deceased

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 30th day of August A.D. 1989

OFFICIAL SEAL Norman L. Bloch Notary Public, State of Illinois Notary Public My Commission Expires 12/15/92

My commission expires December 19, 1992

American National Bank and Trust Company of Chicago Box 221

PREPARED BY: NORMAN BLOCH 331 N. LASALLE CHICAGO, IL

Return

COOK CO. NO. 018 7 3 6 8 6 STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 1.25

2 0 4 1 8 6 REAL ESTATE TRANSACTION TAX Cook County REVENUE STAMP SEP-1-89 1.25

0 4 2 3 5 6 CITY OF CHICAGO REAL ESTATE TRANSFER TAX DEPT. OF REVENUE SEP-1-89 1.68.75

UNOFFICIAL COPY

Unit No. 11-E in Park Edgewater Condominium, as delineated on Survey of that part of Lots 12, 13, 14 and 15 (except the West 14 feet of said Lots) lying West of a line which is 169.0 feet East of and parallel with the West line of said Lots in Block 9 in Cochran's Second Addition to Edgewater, in the East 1/2 of Fractional Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, which Survey is attached as Exhibit 'A' to Declaration of Condominium Ownership recorded on October 29, 1979 as Document 25213635, together with its undivided percentage interest in the property described in said Declaration of Condominium (excepting the Units as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

Subject To:

Covenants, conditions and restrictions of record; terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments thereto; private, public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; roads and highways; party wall rights and agreements; existing leases and tenancies; limitations and conditions imposed by the Condominium Property Act; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 1988 and subsequent years; installments due after the date of closing of assessments established pursuant to the Declaration of Condominium.

Permanent Real Estate Index Number: 14-05-211-022-1060

Address of Real Estate: #11-E, 6101 North Sheridan, Chicago, Illinois

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