

This Indenture Witnesseth, That the Grantor,

ALFRED ESTRADA and TERESA A. ESTRADA, his wife

of the County of Hillsborough and State of Florida, for and in consideration of the sum of Ten and no/100ths Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto THE FIRST NATIONAL BANK OF EVERGREEN, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 19th day of December 1989, and known as Trust Number 11004 the following described real estate in the County of Cook and State of Illinois, to-wit:

See legal description rider attached hereto and made a part hereof

This instrument was prepared by: Marshall J. Moltz, Attorney at Law 77 W. Washington St., S. 1620 Chicago, Illinois 60602

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX

DEPT. OF REVENUE DEC 29 89



768.75

Property Address: 175 E. Delaware Pl., Unit 5215, Chicago, IL

Tax No: 17-03-220-020-1164

SUBJECT TO

14.00

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 and 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, 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 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 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 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, as if 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. EVERGREEN PARK

This conveyance is made upon the express understanding and condition that neither The First National Bank of Evergreen, 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 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said First National Bank of Des Plaines 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 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 has hereunto set their hands and seal S this 20th day of December 1989

ALFRED ESTRADA [SEAL]

TERESA A. ESTRADA [SEAL]

ANL 9c 9c 2L

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE DEC 29 89 222.50

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE DEC 29 89 900.00 89620659

UNOFFICIAL COPY

TRUST NO.

Deed in Trust

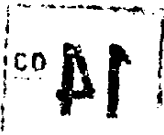
WARRANTY DEED

TO

THE FIRST NATIONAL BANK
OF EVERGREEN PARK

TRUSTEE

Property of Cook County Clerk's Office



89620659

COOK COUNTY ILLINOIS
JAN 29 1989 29 PM 12:37

89620659

STATE OF Florida }
 COUNTY OF Hillsborough }
 ss. I, _____ the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that ALFRED ESTRADA and TERESA A. ESTRADA, his wife

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 uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____ 20th _____ A. D. 1989

[Signature]
 Notary Public, _____
 My Commission Expires _____

UNOFFICIAL COPY

Unit Number 5215 as delineated on survey of the following described parcels of real estate (hereinafter referred to collectively as 'Parcel'):

Parts of land, property and space below, at and above the surface of the earth, located within the boundaries projected vertically upward and downward from the surface of the earth, of a parcel of land comprised of Lot 17 (except the East 16 feet thereof) and all of Lots 18 to 28, inclusive, in Lake Shore Drive Addition to Chicago, a Subdivision of parts of Blocks 14 and 20 in Canal Trustees' Subdivision of the South fractional 1/4 of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian; also Lots 1 to 4 inclusive, in County Clerk's Division of the West 300 feet of that part of Lots 16, 17, 18 and 19 of Block 14 lying East of the Lincoln Park Boulevard in the Canal Trustees' Subdivision of the South fractional 1/4 of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, conveyed by Deed dated July 27, 1973 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 30, 1973 as Document No. 22418957, from John Hancock Mutual Life Insurance Company, a Massachusetts Corporation, to LaSalle National Bank, a National Banking Association, not individually, but as Trustee under Trust Agreement dated February 15, 1973 and known as Trust Number 45450, which survey (hereinafter called 'Survey') is attached as Exhibit 'A' to the Declaration of Condominium Ownership, Easements, Covenants and Restrictions and By-Laws for 175 East Delaware Place, Chicago, Illinois (hereinafter called 'Declaration'), made by Grantor, and recorded on August 10, 1973, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22434263 together with its undivided per cent interest in said parcel (excepting from the parcel all the property and space comprising all units as defined and set forth in the Declaration and Survey) in Cook County, Illinois.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, the Survey, the Deed (hereinafter called "Deed") from John Hancock Mutual Life Insurance Company, a Massachusetts corporation, to Grantor recorded on July 30, 1973, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 22418957, the Operating Agreement (hereinafter called "Operating Agreement") between John Hancock Mutual Life Insurance Company and the 175 East Delaware Place Homeowners Association, an Illinois not-for-profit corporation, recorded on August 10, 1973, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22434264, Declaration of Zoning Restrictions recorded on July 30, 1973, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22418956.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Subject To: General real estate taxes for the year 1989 and subsequent years; covenants, conditions and restrictions of record; zoning and building laws and ordinances; terms, provisions, restrictions, easements, covenants, conditions and obligations of the Declaration of Condominium, the Operating Agreement, the Deed and the Declaration of Zoning Restrictions and all amendments, if any, thereto; private, public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements, if any; limitations and conditions imposed by the Condominium Property Act; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; installments due after the date of closing of assessments established pursuant to the Declaration of Condominium.

89620659

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mail to:
Kevin J. Murphy
117 50 P. Western
Chicago, IL 60642

Box 333