

Quit Claim

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor(s), GUY A. ARBOIT and N. KAY ARBOIT, also known as KAY N. ARBOIT, 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 consideration, receipt of which is hereby duly acknowledged, Convey(s) and Quit Claim(s) unto the First American Bank of Riverside, an Illinois Banking Corporation duly organized and existing under the laws of the State of Illinois, 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 17th day of February, 1989, and known as Trust Number 88-16R, the following described real estate in the County of Cook and State of Illinois, to-wit:

AS SET FORTH IN THE RIDER WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

Permanent Index Number: 17-09-410-011, 17-09-411-008, land and other property SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the covenants, upon the trusts, and for the use 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 in 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 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 hereafter, to contract to make leases and to grant options to lease 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, on position or in exchange of 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 or dealing 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 lawfully or lawfully due 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 real estate, and in favor of any person 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 fully in 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 thereto, 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 the First American Bank of Riverside, or its wholly or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected in any claim, judgment or decree for anything if they or any of their agents or attorneys may discover some error about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for money or property belonging to the 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 this Deed or 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, hereby expressly 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, respectively 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 whatever 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, assets 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 or person shall have any title or interest, legal or equitable, in or to said real estate in such, but only an interest in the earnings, assets and proceeds thereof as aforesaid, the intention hereof being to vest in and the First American Bank of Riverside 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 records 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 applicable, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the said real estate is in accordance with the true intent and meaning of the trust.

And the said grantor S 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 the exemption of homesteads from sale on execution or otherwise.

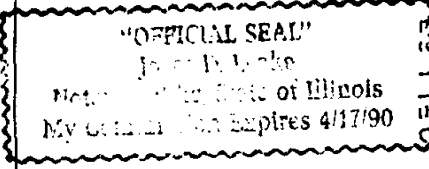
In Witness Whereof, the grantor S aforesaid have hereunto set their hand S and

seal S this 17th day of February 1989

GUY A. ARBOIT (SEAL) N. KAY ARBOIT, also known as KAY N. ARBOIT (SEAL)

(SEAL) (SEAL)

State of ILLINOIS } ss. I, Joyce D Leake a Notary Public in and for said County, in Cook } the state aforesaid, do hereby certify that Guy A. Arboit and N. Kay Arboit, also known as Kay N. Arboit, his wife,



personally known to me to be the same person S whose name S 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 18th day of February 1989

Joyce D Leake Notary Public

RETURN TO FIRST AMERICAN BANK OF RIVERSIDE RIVERSIDE, ILLINOIS 60546

300 N. State Street, Apt. 2704 Chicago, Illinois 60610

For information only upon street address of above described property

Exempt under Paragraph (e) of Section (7) of the Real Estate Transfer Tax Act.

This space for affixing k-jer and Revenue Stamp

89087110

Document Number

Date 2/17/89

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R I D E R

PARCEL ONE:

Unit No. 2704, as delineated on survey of Lot 1 and 2 of Harper's Resubdivision of part of Block 1 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian and of a part of Block 1 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with parts of certain vacated streets and alleys lying within and adjoining said Blocks, situated in the City of Chicago, Cook County, Illinois which surveys are attached as Exhibit A to Declaration of Condominium Ownership made by Marina City Corporation, a corporation of Illinois and recorded in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 24238692, together with an undivided .00066 interest in the Property described in said Declaration of Condominium Ownership (excepting from said Property all the property and space comprising all the Units thereof as defined and set forth in said Declaration of Condominium Ownership and surveys) situated in Cook County, Illinois, commonly known as Unit No. 2704, 300 North State Street, Chicago, Illinois, 60610.

PARCEL TWO:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as as set forth in Declaration of Condominium Ownership aforesaid recorded December 15, 1977 as Document 24238692 and as created by Deed from Marina City Corporation, a corporation of Illinois, to Guy A. Arboit and N. Kay Arboit recorded April 12, 1978, as document 24399771 for access, ingress and egress in, over, upon, across and through the Common Elements as defined therein.

PARCEL THREE:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as created in Grants and Reservation of Easements recorded December 15, 1977 as document 24238691 and set forth in Deed from Marina City Corporation, a corporation of Illinois, to Guy A. Arboit and N. Kay Arboit, recorded April 12, 1978 as document 24399771 in, over, upon, across and through lobbies, hallways, driveways, passageways, stairs, corridors, elevators and elevator shafts located upon those parts of Lots 3 and 4 in Harper's Resubdivision aforesaid designated as 'Exclusive Easement Areas' and 'Common Easement Areas' for ingress and egress and also in and to structural members, footings, braces, caissons, foundations, columns and building cores situated on Lots 3 and 4 aforesaid for support of all structures and improvements, in Cook County, Illinois.

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