

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, SHIRLEY SOMERMAN, a widow, of Unit 301- 1740 E. Mission Hills, Northbrook, Illinois 60062-5731 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 S and Warrant S unto The Mid City National Bank of Chicago, a National Banking Association, whose address is 801 West Madison Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of March, 1989, and known as Trust Number 2170, the following described real estate in the County of Cook and State of Illinois, to-wit:

Additional sheets attached with legal description

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; limitations and conditions imposed by the Condominium Property Act; all taxes for the years 1988 and thereafter.

Real Estate Index #04-18-200-017-1025

Address of Property: Unit 301 1740 E. Mission Hills, Northbrook, Illinois 60062-5731

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, easements, highways or alleys and to vacate any subdivision or part thereof, and to re-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 rights, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to 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 lease 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 accept, respecting the amount of using the amount of present or future rentals to purchase, 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 any 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 (including the time of the delivery thereof of the trust created by this deed) and by said Trust Agreement was in full force and effect at the time of such conveyance or other instrument was executed in accordance with the trust conditions and limitations contained in this deed and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, for 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 or other instrument is a successor or successors in trust that such successor or successors in trust have been properly appointed and no right vested with all the title, estate, rights, powers, authorities, duties or obligations of its, his or their predecessor in trust.

The conveyance is made upon the express understanding and condition that neither The Mid-City National Bank 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 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 liability 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 its own name, as Trustee, in its capacity as Trustee and not individually (and if a 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 whose names or titles are stated shall be bound 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.

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.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor 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, aforesaid has hereunto set her hand and seal, this 14th day of March, 1989.

(SEAL) Shirley Somerman (SEAL) Shirley Somerman

State of Illinois } I, Charles J. Malin, a Notary Public in and for said County, County of Cook } in the state aforesaid, do hereby certify that Shirley Somerman, a widow,

This instrument was drafted by personally known to me to be the same person, whose name is Charles J. Malin, and delivered before me this day in person and acknowledged that "OFFICIAL SEAL" and delivered the said instrument as her free and voluntary act and purpose therein set forth, including the release and waiver of the right of homestead. Given my Commission Expires on this 14th day of March, 1989. Charles J. Malin, Notary Public

THE MID-CITY NATIONAL BANK OF CHICAGO 801 WEST MADISON ST. CHICAGO, ILL. 60607 BOX 408 OR 800-222 (COOK COUNTY)

Unit 301 1740 E. Mission Hills, Northbrook, Ill. 60062-5731 For information only insert property address.

Exempt under provisions of Paragraph F Section 4 local Estate Transfer Act. 3-14-1989 Date

This space for attaching Riders and Revenue Stamp. Consideration Less than \$10.00

Document Number: 89128335



MAIL TO: CHARLES J. MALIN 524 DEVON AVENUE PARK RIDGE, ILLINOIS 60068

# UNOFFICIAL COPY

PARCEL 1:  
LOT 301 IN MILLION HILLS CONDOMINIUM M-3 AS DELINEATED ON SURVEY  
OF PART OF LOTS 1 TO 3 LYING EASTERLY OF THE CENTER LINE OF  
SANDERS ROAD, OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42  
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREAFTER  
REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT 'A'  
TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS  
TRUSTEE UNDER TRUST NUMBER 43413 AND RECORDED IN THE OFFICE OF  
THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT  
23753671 TOGETHER WITH AN UNDIVIDED 1.9724 PER CENT INTEREST  
IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND  
SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH  
IN SAID DECLARATION AND SURVEY)

PARCEL 2:  
PARKING EASEMENT OVERPARKING SPACE NUMBERS G-60 AND G-3 AS DELINEATED  
ON THE SURVEY ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM  
OWNERSHIP AND OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR MISSION  
HILLS CONDOMINIUM M-3, AS PROVIDED FOR IN SAID DECLARATION AND AS  
CREATED BY DEED FROM LA SALLE NATIONAL BANK A NATIONAL BANKING  
ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 43413 AND RECORDED AS  
DOCUMENT 24000535 IN COOK COUNTY, ILLINOIS

PARCEL 3:  
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET  
FORTH IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
DATED AUGUST 8, 1973 AND RECORDED AUGUST 8, 1973 AS DOCUMENT  
22431171, AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK  
A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER  
43413, RECORDED AS DOCUMENT 24000535 FOR INGRESS AND EGRESS, ALL  
IN COOK COUNTY, ILLINOIS

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