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TRUSTEE'S DEED

90019066

IN TRUST

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90019066

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Om 977 F51 VC-21-790644H1  
143066-12-31-1989

THIS INDENTURE, made this 3rd day of January, 1990, between BANK OF LYONS, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 14th day of July, 1983, and known as Trust Number 3012 party of the first part, and NBD Trust of Illinois, as Trustee under Trust Agreement dated November 1, 1989 and known as Trust No. 1116-CH, party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of ----- Ten ----- DOLLARS, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

14<sup>00</sup>

See attached

together with the tenements and appurtenances thereunto belonging. TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof. IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

BANK OF LYONS As Trustee of aforesaid.

By *William J. Taylor* Assistant Vice-President  
Attest *Ray P. Marinier* Assistant Secretary

STATE OF ILLINOIS, COUNTY OF COOK } SS. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the BANK OF LYONS, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

OFFICIAL SEAL  
GLENDA LIPSEY  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 18, 1992

Subscribed by my hand and Notarial Seal Date 1-3-90  
*Glenda Lipsey* Notary Public

NAME *Carl Lieb + Schwaartz*  
STREET *Stephanie Schwaartz*  
CITY *Abbe, Randolph St*  
INSTRUCTIONS *Chicago IL OR LOVELL*  
RECORDER'S OFFICE BOX NUMBER  
TRUSTEE'S DEED (Recorder's) - Non-Joint Tenancy

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
THIS INSTRUMENT WAS PREPARED BY  
Prepared By  
GLENDA LIPSEY  
8601 W. Ogden Ave.  
Lyons, IL 60534-0063

STATE OF ILLINOIS  
REAL ESTATE TRANSACTION TAX  
Cook County  
CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
Document Number  
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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, mortgage, pledge and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to execute any subdivision or part thereof, and to resubdivide said property 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 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 authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence at present or 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, 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 changes of any kind, to release, convey or assign any right, title or interest in or about or easement 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 reasons and purposes as it should in law find for any person owning the same to deal with the same, whether similar or different from the ways and purposes mentioned at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to work on said premises or any part thereof shall be conveyed, contracted to be sold, leased or otherwise disposed of by said trustee, be obliged to see to the application of any purchase money, rent, or money by way of or as a result of 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 instrument, and if any 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, deed or instrument, that at the time of the delivery thereof the trust created by this indenture and the 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 instrument then and by then upon which it is based, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, mortgage, 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, and benefits and limitations of its, his or their predecessor in trust.

The interest of each and every beneficiary herein and of all persons claiming under them or any of them shall be only in the earnings, dividends 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 in the earnings, dividends and proceeds thereof as here said.

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 title deed thereof, or in any other words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute on such case made and provided.

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UNIT NUMBER 1509 IN THE STREETERVILLE CENTER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE NINTH FLOOR, IN THE 26 STORY BUILDING SITUATED ON THE PARCEL OF LAND HEREINAFTER DESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF A PARCEL OF LAND COMPRISED OF LOTS 20 TO 24 AND LOT 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING THE DIVIDING LINE BETWEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING BELOW SAID

HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE OF THE ROOF SLAB OF THE 8 STORY BUILDING SITUATED ON SAID PARCEL OF LAND) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF AFORESAID PARCEL OF LAND, ALL IN THE SUBDIVISION OF THE WEST 394 FEET OF BLOCK 32, (EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF), IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26017897 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN EDWIN B. SHELDON AND HEATON OWSLEY RECORDED AUGUST 11, 1892 AS DOCUMENT 173549 ON THAT PART OF LOTS 25 AND 26 IN KINZIE'S ADDITION AFORESAID OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED OCTOBER 1, 1981 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT 26017894 AND AS CREATED BY DEED RECORDED AS DOCUMENT 26017895.

**SUBJECT TO:** Covenants, conditions, restrictions of record; terms, provisions, covenants and conditions of the Declaration of Condominium 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, if any; and roads and highways, if any; party wall rights and agreements, if any; limitations and conditions imposed by the Condominium Property Act; general taxes for the year 1989 and subsequent years; installments due after the closing; assessments established pursuant to the Declaration of Condominium; and to encroachments which are insured over by the title company.

Property address: 233 East Erie, unit 1509, Chicago, IL

PIN: 17-10-203-027-1069

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