

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Hal S. Kaplin, a bachelor 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 and Warrant 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 16 day of May 19 90, and known as Trust Number 112006-07, the following described real estate in the County of Cook and State of Illinois, to wit:

UNIT 1831 IN WILLOW DAYTON PLACE TOWNHOUSE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 41 TO 47 BOTH INCLUSIVE, AND THE WEST 60 FEET OF LOT 48 (EXCEPT THE SOUTH 7.52 FEET THEREOF) IN BLOCK 1 OF THE SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREIN REFERRED TO AS PARCEL); WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMNIUM RECORDED AS DOCUMENT NUMBER 85162137 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

SUBJECT TO AS ATTACHED HERETO ON EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE.

DEPT-01 RECORDING \$14.00
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#7396 # -90-266746
COOK COUNTY RECORDER

PIN No.: 14-32-414-071-1015, Volume 493

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 in and to, to execute, perfect and substitute said real estate or any part thereof, to dedicate parks, streets, highways or alleys to create any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase in full or in part, to convey either with or without consideration, in trust or out of trust, to a successor or successors of said Trustee, to grant to any such successor or successors in trust all of the said real estate, powers and authorities vested in said Trustee, to locate, 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 lease to run for years, or for years and months, or for years and months and days, or for years and months and days and parts of days, 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 leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate and to contract respecting the manner of fixing the amount of present or future rentals, to partition, to exchange said real estate, or any part thereof, for other real or personal property, to grant easements, 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, or any other money borrowed or advanced on said real estate, or be obliged to see to 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 Register 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 trust, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereof, (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 successors or successors in trust shall incur any personal liability or be subjected to any claim, judgment or charge for anything in or by or for 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 thereof, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in respect with said real estate may be entered into by its the name of the Trustee, 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 entered into, so far as the trust benefits and funds in the actual possession of the Trustee shall be applicable for its payment and discharge thereof). All persons and corporations, whomever and whatsoever shall be charged with notice of this condition from the date of the filing of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them, any of them shall be only in the earnings, rents 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, rents 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 in any of the above real estate is now or hereafter registered, the Register 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.

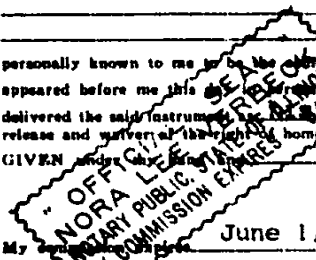
And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid he, S. Kaplin, hereunto set his hand and seal this 6th day of June 19 90.

HAL S. KAPLIN (SEAL)

STATE OF ILLINOIS } ss. Nora Lee Verbeck
COUNTY OF MCHENRY } County, in the State aforesaid, do hereby certify that HAL S. KAPLIN

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 6th day of June 1990 and acknowledged that he signed, sealed and delivered the said instrument of his own 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 seal this 6th day of June A.D., 19 90. Notary Public



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Property of Cook County Clerk's Office

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EXHIBIT A

Subject to General Real Estate Taxes for 1989 (Second Installment) and subsequent years; Covenants, conditions and restrictions of records; 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; Special taxes or assessments for improvements not yet completed, if any; Unconfirmed special taxes or assessments, if any; Installments due after the date of closing of assessments established pursuant to the Declaration of Condominiums; the Grantee's mortgage or trust deed.

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