

UNOFFICIAL COPY 4

WARRANTY DEED IN TRUST

91415144

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor **Richard A. Pain, married to SHARON L. PAIN** of the County of **Cook** and State of **Illinois** for and in consideration of **Ten & 00/100 (\$10.00)** Dollars, and other good and valuable considerations in hand paid. Conveys and warrants unto the **PIONEER BANK & TRUST COMPANY** a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the **14th** day of **December** **1966** known as Trust Number **15804**, the following described real estate in the County of **Cook** and State of Illinois, to-wit:

See legal description attached hereto and made a part hereof.

DEPT-01 RECORDING \$13.00
 T65555 TRAN 4240 08/14/91 15:17:00
 *0515 * E *--91--* 15144
 COOK COUNTY RECORDER

P.I.N. 17-10-214-011-1543
 505 N. LAKE SHORE DR #2211, CHICAGO ILLINOIS

THIS IS NOT HOMESTEAD PROPERTY FOR THE SPOUSE OF RICHARD A. PAIN

Prepared by **Barry Turbin, 6223 North Springfield Chicago, Illinois 60659.**

Grantee's Address: 100 West North Avenue, Chicago, Illinois 60610

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, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate 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 in present or 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 easements 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 rental, in partition or to exchange said property, 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 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 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on 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 agreement; and every 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, 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, and 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 amendment thereof and binding upon all beneficiaries hereunder, for that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and full title of 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.

The interest of each and every beneficiary hereunder 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 other disposition of said real estate, and such interest is hereby designated 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.

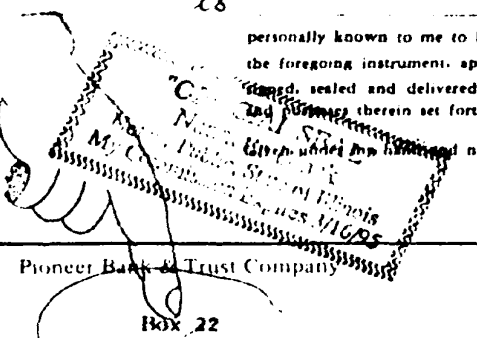
If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly 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 his hand on this **1st** day of **August** 19**91**.
 (Seal) *Richard A. Pain* (Seal)
 (Seal) (Seal)

State of **Illinois** **UNDERSIGNED** a Notary Public in and for said County, in County of **Cook** SS the state aforesaid, do hereby certify that **Richard A. Pain, MARRIED TO SHARON L. PAIN**

is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
 Notarized and sealed this **10** day of **August** 19**91**.
Donette B. Hoag
 Notary Public



Pioneer Bank & Trust Company
 Box 22

Unit 2211
 505 N. North Shore Chi IL 60611
 For information only insert street address of above described property.

THIS SPACE FOR AFFIXING RIDERS AND REVENUE STAMPS

15144
 91415144
 15144

UNOFFICIAL COPY

LEGAL DESCRIPTION

Parcel 1:

Unit 2211, in Lake Point Tower Condominium, as delineated on a survey of the following described real estate:

A part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document No. 88309162, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 for the purposes of Structural support, ingress and egress, and utility services as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 7, 1988 and known as Trust Number 1043-99-09, dated July 13, 1988 and recorded July 14, 1988 as Document 88309160.

91045144

PROPERTY OF COOK COUNTY CLERK'S OFFICE