

Form 101 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, RAFTER-LEWKE PARTNERSHIP, an Illinois General Partnership, 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 19th day of July, 19 91, and known as Trust Number 114237-04 the following described real estate in the County of COOK and State of Illinois, to wit: Unit 136 as delineated on survey of parts of the South half of the Northeast Quarter of the Northeast Quarter of Section 16, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Chicago Title and Trust Company, as Trustee under Trust No. 61500 recorded in the Office of the Recorder of Deeds as Document No. 22400645 together with a percentage of the common elements appurtenant to said Unit as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with amendments to the Declaration as same are filed of record pursuant to said Declaration, and together with additional common elements as such amendments to the Declaration are filed of record, in the percentages set forth in such amendments to the Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amendment to the Declaration as though conveyed hereby.

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use and behoof of the said Trustee 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, streets, highways or alleys to public use, to subdivide or part thereof, and to redivide 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, in convey said real estate or any part thereof to a successor or successors in trust and in grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to demise, 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 term and for any period or periods of time, not exceeding in the case of any single demise the term of 100 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 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 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 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 in 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 in 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 permitted 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 conclusively 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, (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 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 the, 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 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 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 thereto, or for injury to person or property, suspending 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 the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and individually (and the 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 whatsoever and whatsoever 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 here 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 earnings, avails and proceeds thereof as aforesaid, the interests 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 Registrar of Titles is hereby directed not to register in force 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, and 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 or homestead from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set its hand and seal this 26th day of July, 19 91.

RAFTER-LEWKE PARTNERSHIP, an Illinois General Partnership, (SEAL)

BY: JOHN J. RAFTER, GENERAL PARTNER (SEAL)

Kathleen Calcagno, Notary Public in and for said County of COOK, Illinois, do hereby certify that JOHN J. RAFTER, General Partner of Rafter-Lewke Partnership, an Illinois General Partnership,

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.

seal this 26th day of July, 19 91. Kathleen Calcagno, Notary Public, Official Seal, My commission expires...

This space for affixing Rider and Revenue Stamps  
 Exempt under Real Estate Transfer Tax Act, Sec. 4, para. E and Cook County Ord. 95104 - para. E.  
 DATED: This 1st day of August, 1991.  
 Property not located in the corporate limits of Des Plaines. Deed or instrument not subject to transfer tax.  
 Notary Number 61291116  
 City of Des Plaines

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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