

TRUSTEE'S DEED
IN TRUST

UNOFFICIAL COPY

FORM 3634

The above space for recorders use only

THIS INDENTURE, made this **31st** day of **July**, 19 **91**, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the **17th** day of **October**, 19 **90**, and known as Trust Number **112776-05** party of the first part, and **Suburban Trust & Savings Bank** of **840 S. Oak Park Oak Park, IL 60304**

as Trustee under the provisions of a certain Trust Agreement, dated the **21st** day of **June**, 19**91**, and known as Trust Number **4456**, party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of **TEN AND NO/100 (\$10.00)** Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit-claim unto said party of the second part, the following described real estate, situated in **Cook** County, Illinois, to-wit:

See legal description attached hereto and incorporated herein.

Common Address: **Unit 25**
Parking Space P-HICE

PIN: **14-17-109-016-0000 (Undivided)**

91457133

DEPT-01 RECORDING \$15.29
TW2222 TRAN 7223 09/04/91 \$46.00
#7257 # 3 - 91-457133
COOK COUNTY RECORDER

together with the tenements and appurtenances therunto belonging.

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.

THE TERMS CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

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 or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority therunto enabling. This deed is made subject to the lien of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

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 one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally.

By

VICE PRESIDENT

Attest

ASSISTANT SECRETARY

STATE OF ILLINOIS)
COUNTY OF) SS.

"OFFICIAL SEAL"
L. M. Sovinski
Notary Public, State of Illinois
My Commission Expires 6/30/92

This instrument prepared by
Richard D. Joseph, Esq.
53 W. Jackson Blvd.
Chicago, IL 60604
(312) 341-0227

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, whose names are subscribed to the foregoing instrument as such 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 national banking association for the uses and purposes therein expressed, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said national banking association caused the corporate seal of said national banking association 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 national banking association for the uses and purposes therein set forth.

Given under my hand and Notary Seal

Date

JUL 31 1991

Notary Public

L. M. Sovinski

DELIVERY
NAME **LAURENCE M. Dunlap**
STREET **1123 So Milwaukee Ave, P.O. Box 100**
CITY **Libertyville, Ill. 60048**
OR

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Unit 25
4636 North Malden
Chicago, Illinois 60640

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

This space for affixing required revenue stamps

Document Number

91457133

1529

Northern Illinois Title Insurance Company 10218/2-C-0591 Kate Horne

UNOFFICIAL COPY

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 vacate any subdivision or part thereof, and to resubdivide 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 title, estate, powers and authorities vested in said Trustee, to donate, 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 praesenti 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 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 easement 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, 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, (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 trusts, 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 its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 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 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 not 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 whomsoever 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 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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.

9145713

#1,102.50

WJ

UNOFFICIAL COPY

9 1 4 2 7 1 3 3

Common Address: Unit 2S Parking(Space P-F Limited Common Element)
4636 North Malden, Via Veneto Condominiums,
Chicago, II 60640

PIN: 14-17-109-016-0000 / Volume 478 (Undivided)

Deed: American National Bank & Trust Company of Chicago,
As Trustee Under Trust Agreement dated October 4,
1990 and known as Under Trust No. 112776-05
to Sheila E. Marks.

DEED EXHIBIT "A"

Parcel 1:

Unit 2S in 4636 North Malden, Via Veneto Condominiums as delineated
on a survey of:

Lot 161 and the South 5 feet of Lot 160 in the Sheridan Drive
Subdivision, being a Subdivision of the North three quarters of the
East half of the Northwest Quarter of Section 17, Township 40 North,
Range 14, East of the Third Principal Meridian, together with that
part of the West half of said Northwest Quarter of Section which lies
North of the South 800 feet thereof and East of Green Bay Road, in
Cook County, Illinois;

Which survey is attached as Exhibit "C" to the Declaration of
Condominium recorded as document 91451179 together with its
undivided percentage interest in the Common Elements as set forth in
said Declaration.

Parcel 2:

The exclusive right to the use of Parking Space P-H, a limited
Common Element as delineated on the survey attached as Exhibit "C" to
the Declaration in aforesaid recorded as document .

Subject To: Covenants, conditions and restrictions of record,
terms, provisions, covenants and conditions of the Declaration of
Condominium and all amendments, if any, thereto, public and utility
easements, including any easements, established by or implied from
the Declaration of Condominium or amendments thereto, if any; if any,
party wall rights and agreements, if any, limitations and conditions
imposed by the Condominium Property Act, installments not due at the
date hereof for any special tax or assessments for improvements
heretofore completed, unconfirmed special taxes or assessments,
general real estate taxes for 1990 second installment and subsequent
years; (applicable zoning and building laws and ordinances and
ordinances of record, if any; leases and licenses affecting the
common elements).

91457133

UNOFFICIAL COPY

9 1 4 7 1 3 3

Grantor also hereby grants to Grantee, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein and mortgages of said remaining property.

This Deed is subject to all rights, easements, covenants and conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

This Deed is conveyed on the conditional limitation that the percentage of ownership of said Grantees in the common elements shall be divested pro tanto and vest in the Grantees of the other units in accordance with the terms of said Declaration and any amended Declarations recorded pursuant thereto, and the right of revocation is also hereby reserved to the Grantor herein to accomplish this result. The acceptance of this conveyance by the Grantees shall be deemed an Agreement with the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the common elements pursuant to said Declaration and to all other terms of said Declaration, which is hereby incorporated herein by reference thereto, and all the terms of each amended Declaration recorded pursuant thereto.

The building was vacant at time of purchase and no right of first refusal was required to be given to Tenants under the Illinois Condominium Property Act.

91457133