

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **KENNETH K. SHIN and PATRICIA W. SHIN, his wife**, of the County of **Cook** and State of **Illinois**, for and in consideration of the sum of **Ten and No/100ths** 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 **31 No. LaSalle Street, Chicago, Illinois**, as Trustee under the provisions of a certain Trust Agreement, dated the **31st** day of **December, 19 90**, and known as Trust Number **113329-05**, the following described real estate in the County of **Cook** and State of **Illinois**, to wit:

(See the attached Rider for the Legal Descriptions.

Commonly known as Condo Unit No. 4602, 300 N. State Street, ^{Oldland Park} ~~Chicago~~, Ill. Permanent Real Estate Index Number 17-09-410-014-1102

-91-010259

COOK COUNTY RECORDER

DEPT-01 RECORDING
#27277 TMAN 8374 01/25/91 15.14.00
#1-040259

This space for affixing Riders and Revenue Stamps
Exempt Under Provisions of Paragraph C, Section 1 Real Estate Transfer Tax Act.

12/31/90
Date
Patricia W. Shin
Buyer; Seller or Representative

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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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public use, to make any subdivision 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, 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 same 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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, lease 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 transferring the number of days the amount of present or future rentals, in 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 incident 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 part thereof to purchase, to sell on any terms, to convey either with or without consideration, 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 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 hereunder, (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 successor or successors in trust shall have any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agent or attorney 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, 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 created into by it in the name of the then Trustee, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to pay 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 of 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, profits 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, profits and proceeds thereof as aforesaid, the interest hereof being to vest in said American National Bank and Trust Company of Chicago the entire and not 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 file the certificate of title or duplicate thereof, 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 or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seal S this 31st day of December 19 90

(SEAL) Kenneth K. Shin (SEAL)
(SEAL) Patricia W. Shin (SEAL)

STATE OF ILLINOIS } I, the undersigned, a Notary Public in and for said
COUNTY OF COOK } County, in the State aforesaid, do hereby certify that
KENNETH K. SHIN and PATRICIA W. SHIN, his wife,

personally known to me to be the same person S whose name S are they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

(GIVEN under "OFFICIAL SEAL" notarial seal this 31st day of December A.D., 19 90
KIE YOUNG SHIM
Notary Public, State of Illinois
My commission expires 12/31/92

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UNOFFICIAL COPY

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Parcel 1:

Unit No. 4602 as delineated on survey of Lot 1 and Lot 2 of Harper's Resubdivision of part of Block 1 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian and of a part of Block 1 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with parts of certain vacated streets and alleys lying within and adjoining said Blocks, situated in the City of Chicago, Cook County, Illinois which surveys are attached as Exhibit A to Declaration of Condominium Ownership made by Marina City Corporation, a corporation of Illinois and recorded in the Office of the Recorder of Deeds for Cook County, Illinois as document No. 24238692, together with an undivided .00080 interest in the Property described in said Declaration of Condominium Ownership (excepting from said Property all the property and space comprising all the Units thereof as defined and set forth in said Declaration of Condominium Ownership and surveys) situated in Cook County, Illinois, commonly known as Unit No. 4602, 300 North State Street, Chicago, Illinois 60610.

Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as set forth in Declaration of Condominium Ownership aforesaid recorded December 15, 1977 as document 24238692 and as created by Deed from Marina City Corporation, a corporation of Illinois, to KENNETH K. SHIN and PATRICIA W. SHIN, recorded JANUARY 5, 1978 as document 24272701 for access, ingress and egress in, over, upon, across and through the Common Elements as defined therein.

Parcel 3:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as created in Grants and Reservation of Easements recorded December 15, 1977 as document 24238691 and set forth in Deed from Marina City Corporation a corporation of Illinois, to KENNETH K. SHIN and PATRICIA W. SHIN, recorded JANUARY 5, 1978 as document 24272701 in, over, upon, across and through lobbies, hallways, driveways, passageways, stairs, corridors, elevators and elevator shafts located upon those parts of Lots 3 and 4 in Harper's Resubdivision aforesaid designated as 'Exclusive Easement Areas' and 'Common Easement Areas' for ingress and egress and also in and to structural members, footings, braces, caissons, foundations, columns and building cores situated on Lots 3 and 4 aforesaid for support of all structures and improvements, in Cook County, Illinois

All commonly known as Condo Unit 4602, 300 N. State Street, ~~Chicago~~ ^{Old Park}, Illinois 60610

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