

UNOFFICIAL COPY 91246825

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor _____, DIVORCED AND NOT SINCE REMARRIED

GEORGE H. KAUFMAN

of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN DOLLARS (\$10.00) _____ Dollars, is acknowledged, Convey S and Quit-Claim S unto Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 23rd day of May 1991, and known as Trust Number 1613, the following described real estate in the County of COOK and State of Illinois, to-wit:

This Deed except from Illinois transfer tax pursuant to paragraph E of said transfer tax act.

Date 5-23-91
Gary R. Staken

PARCEL 1: Unit 203 together with an undivided 1.229 percent interest in the common elements in the San Tropai Condominium as delineated and defined in the declaration recorded as Document No. 23448135, in the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twelve (12), Township Forty Two (42) North, Range Ten (10), East of the third principal meridian, in Cook County, Illinois.

PARCEL 2: Easements for Ingress, Egress and parking purposes for the benefit of Parcel One (1) as defined and set forth in Document recorded as No. 23448134.*****

TAX I.D. #02-12-200-021-1015

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 with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and defend the said real estate or any part thereof, to alienate, lease, let, affit, let and lease, highways or alleys and to make any subdivision or part thereof, to subdivide and sell any part or parts of it, as so desired, to contract to sell, to grant options to purchase or sell or any interest therein, either with or without consideration, to answer, hold real estate or any part thereof to a successor or successors herein named 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 the present or in the future and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 199 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 restrain 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 control respecting the manner of finding the amount or payment of future rents, to partition or to exchange said real estate, or any part thereof, to sell, assign, convey, or otherwise dispose of any part or parts thereof, to release, convey or assign any right, title or interest in, or any easement appurtenant to said real estate or any part thereof, and to deal with said real estate or any part thereof, in all other ways and for such other considerations as 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, or be obliged to pay the application of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to incur that the terms of the 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 trust property shall be conclusive evidence in favor of every person 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 Deed and by said Trust Agreement was valid, force and effect, (b) that the title to the property so delivered was executed in accordance with the trust created by said Trust Agreement, (c) that the Trustee, or any successor in trust, was duly appointed and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) that the conveyance is made to a successor or successors in trust, that each successor or successors in trust have been properly apprised and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, or their predecessor in trust.

The conveyance is made upon the express understanding and condition that the Grantor, and/or individually or as Trustee, and/or successor or successors in trust shall incur no 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 and 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 Grantor in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as the attorney-in-fact, hereby irrevocably appointed for such purposes, or at the direction of the Trustee, in its own name or in the name of an express trust and not individually (and the Trustee shall have no obligation to account with respect to any such assets, at any time 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 ... 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, in or out of the State of Illinois, assets and proceeds arising from the sale or any other disposition of the trust, etc., etc., and such interests are hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, less, or equitable, in or to said trust property as such, but only an interest in the earnings, assets and proceeds thereof as aforesaid, the intention thereof being to vest in the Trustee the entire legal and equitable title to the same, in and to all of the trust property above described.

If the title to any of the trust property is now or hereafter registered, the Registration of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or otherwise, 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, all and all right or benefit under and by virtue of any law, 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 _____ and seal _____ this _____ day of _____

May, 19 91.

(Seal)

Gary R. Staken (Seal)

DEPT-01 RECORDING

• T43333 TRAN 2028 05/23/91 14134400
• 85431 8 C #--91-246825
• COOK COUNTY RECORDER

13.29

STATE OF ILLINOIS
COUNTY OF COOK

I, Patricia L. Lanyan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GEORGE H. KAUFMAN 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.

GIVEN under my hand and Notarial Seal this 23 day of May, 19 91.

Commission expires 3-13 19 93

Patricia L. Lanyan OFFICIAL SEAL

PATRICIA L. LANYAN PUBLIC
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 3/13/93
1243 East Baldwin Lane

91246825
DOCUMENT NUMBER

Document Prepared By:

GARY R. STAKEN

5307 WEST DEVON AVENUE

CHICAGO, ILLINOIS 60646

MAIL
TO

Palatine, Illinois 60067
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO
GEORGE H. KAUFMAN
(Name)

1243 E. Baldwin Lane

Palatine, Illinois 60067