

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JJIR, INC., an Illinois corporation, 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 26th day of February 1992, and known as Trust Number 115189-00.

the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL 1:

Unit 103 and P- 103 in the Renaissance Towers Condominium, as delineated on a survey of the of the following described real estate:

Part of Lots 20 and 21 in Renaissance Subdivision, being a subdivision of part of the Northwest 1/4 of Section 14, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document No. 26190230 as amended from time to time, together with its undivided percentage interest in the common elements.

PARCEL 2:

Easement for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Easements recorded as Document No. 22955436.

SUBJECT TO: covenants, conditions, restrictions of record, unrecorded easements and taxes for the year 1991 and subsequent years.

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 parts, streets, highways or alleys to public or private use, 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, to 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 presents or in future, and upon any term or for any period or periods of time, not exceeding in the case of any single lease, one hundred years, and to let and to lease, upon any term or for any period or periods of time, and to contract, sublease or otherwise, 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 or retain or charge of any kind, to release, convey or assign any right, title or interest in or about or easements 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 hereinafter.

In no case shall any party dealing with said Trustee, or any successor in trust, be liable to said real estate, or to whom said real estate or any part thereof shall be conveyed, restricted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see that 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 a co-trustee 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 conclusive evidence in favor of every person dealing with the Trustee or any successor in trust, of the title of the Trustee or any successor in trust, or any other instrument, in that at the time of the delivery thereof the trust created by this instrument was in full force and effect, that such conveyance or other instrument was executed in accordance with the true conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries hereunder, (x) 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 (y) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, her 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 failure to perform or comply with any of the covenants, conditions or restrictions contained in this Deed or said Trust Agreement or any amendment thereto, obligation or indemnity incurred or entered into by the Trustee in connection with said real estate, may be in any case of it or the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed for such purposes, or in the discretion 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 recording 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, any of them shall be only in the earnings, assets 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, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the sole 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 Register 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 record, and the statement is in such case made and provided.

And the said grantor hereby expressly waive, and release, 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 his hand and

seal this 28th day of February 1992
 [seal] JJIR, INC. *[Signature]* [seal]
 Attest:
 By: *[Signature]* [seal]

STATE OF ILLINOIS I, the undersigned, a Notary Public in and for said COOK County, in the State aforesaid, do hereby certify that James R. Schaffer, Pres. and Ian Yavitz, Sec.

personally known to me to be the same person as whose name are 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 my hand and seal this 17th day of February 1992 D. 19 92

DARLENE CRONK
 Notary Public, State of Illinois
 My Commission Expires 1/23/93

UNOFFICIAL COPY

Property of Cook County Clerk's Office

• DEPT-01 RECORDING \$23.00
• T#3333 TRAN 0271 07/23/92 14:11:00
• #8539 *-92-541679
COOK COUNTY RECORDER

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