

DEED IN TRUST

Form 101 Rev. 11-71

UNOFFICIAL COPY

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 October 1992, and known as Trust Number 116207-05, the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL 1:
Unit 518 and P-518 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 unnumbered 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 defend said real estate or any part thereof, to dedicate parts, highways or alleys to public or private use, 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 as may part thereof to a trustee or receiver 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 dominate, to mortgage, pledge or otherwise dispose of said real estate or any part thereof, to lease or let said real estate for any term or terms, to let by leasehold or tenancy in possession for future and every term and for any period or periods of time and for annual, renewable or monthly leases and to renew, extend or renew any lease 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 grant options to lease and option to purchase the whole or any part of the reversion and to contract respecting the manner of taking, holding or paying rents and royalties or other charges or expenses of any kind, to partition or to exchange the said real estate, to make, take, receive and pay over any rents, issues, profits, charges or expenses of any kind, to assign, sell, transfer or lease in or about or assess or apportion 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 making the same to do, 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 title, in relation to said real estate, or to whom said real estate or any part thereof shall be sold, leased or mortgaged by said Trustee, or any successor in title, be obliged to see to the application of any money so paid, rent or income received 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 to inquire or be 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 title, in relation to said real estate shall be conclusive evidence in favor of every person dealing with the registrars of titles of all documents relating thereto, and every such instrument shall be valid and binding upon the parties thereto, notwithstanding any provision contained in this Indenture and effect, (a) that at the time of the execution of such instrument, the title to the real estate by the said Trust Agreement was in full force and effect, (b) that such instrument or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in title, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, leasehold, lease, leasehold or other instrument and (d) if the conveyance is made to a successor or successors in title, that such successor or successors in title have been properly appraised and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in title.

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 title 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, and Trust Agreement or any amendment thereto, or for injury to persons or property resulting from the use or occupancy of said real estate, except to the extent that the same may be caused by the gross negligence or willful misconduct of the Trustee, or any successor in title, in connection with said real estate, or by the acts of the attorney-in-fact, hereby irrevocably appointed for such purpose, or to 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 as 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 whenever and wheresoever 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, 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 as interest in earnings, profits and proceeds thereof, as aforesaid, the interest herein being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in its name, 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 otherwise, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statutes in such case made and provided.

And the said grantor, hereby expressly waives, releases, any and all right or benefit under and by virtue of any law or statute of the State of Illinois, providing for exemption or homestead from tax or taxation or otherwise.

In Witness Whereof, the grantor, aforesaid he, S. Schaeffer, set its seal this 28th day of October 1992.

[SEAL] JJIR, INC. [SEAL]
By: Terry C. Schaeffer [SEAL]

STATE OF ILLINOIS, I, the undersigned Notary Public in and for said COUNTY OF COOK, County, in the State aforesaid, do hereby certify that JAMES SCHAEFER, President & IPA VANCE, SECRETARY, of JJIR, INC.

personally known to me to be the same person, whose name is Rochelle Stachowiak, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he delivered the same in my presence, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights of action.

GIVEN under NOTARIAL SEAL this 28 day of OCTOBER A.D. 1992.

Notary Public, State of Illinois
My Commission Expires 4/11/93

My commission expires

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
MAIL TO Box 221

For information only insert street address of
above described property.

Document Number

923627-1074

\$23.00
T-22222 STRAN 4972 12/15/92 14:24:06
66911 9-3-92-945206
COOK COUNTY RECORDER

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