

TRUSTEE'S DEED  
IN TRUST

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92211495

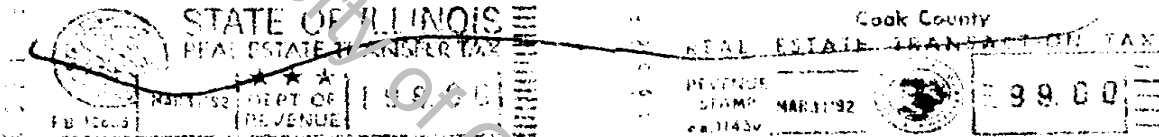
FORM 3634

The above space for recorders use only

THIS INDENTURE, made this 20TH day of MARCH, 19 92, 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 27TH day of MARCH 19 89, and known as Trust Number 107926-04 party of the first part, and CHICAGO TITLE AND TRUST COMPANY

as Trustee under the provisions of a certain Trust Agreement, dated the 19TH day of MARCH, 19 92, and known as Trust Number 1097472, 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 RIDER ATTACHED HERETO AND MADE A PART HEREOF:



together with the tenements and appurtenances thereunto 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 thereunto enabling. This deed is made subject to the liens 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: J. MICHAEL WHELAN, Vice President  
Attest: Gregory S. Kasprzyk, Assistant Secretary



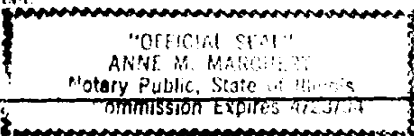
STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, Grantor, personally known to me to be the same persons 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 set forth; 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.

This instrument prepared by: GREG KASPRZYK, American National Bank and Trust Company, 33 North La Salle Street, Chicago 60600

Given under my hand and Notary Seal.

3-24-92 Date



Notary Public signature

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NAME: Mr. Donald Kempster, Esq.  
STREET: 332 S. Michigan Ave., Suite 860, Chicago, IL  
CITY: 60604

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

3461 HARRISON ST

EVANSTON IL 60201

INSTRUCTIONS

RECORDERS OFFICE BOX NUMBER

BOX 15

SC 262238

11

This space for affixing riders and revenue stamps

City of Evanston \$1,000

City of Evanston \$20.00

City of Evanston

Document Number 92211495

Handwritten number 2500

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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.

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 Trustee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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 liability 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 liability incurred or entered into by the Trustee in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whosoever and whatsoever shall be charged with notice of this condition (from the date of the filing for record of this Deed.

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 thereto, 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, right, powers, authorities, duties and obligations of its, his or their predecessor in trust.

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 present or in 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 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 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.

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10-10-201-075

Permanent Index Numbers:

SUBJECT TO THE FOLLOWING: (a) current general real estate taxes and taxes for subsequent years; (b) the Condominium Act; (c) the Declaration of North Pointe Condominium; (d) applicable zoning, planned development and building laws and ordinances and other ordinances of record; (e) covenants, conditions agreements building lines and restrictions of record; (f) easements of record, including any easements established or implied by the Declaration; (g) roads or highways, if any.

Grantor also hereby assigns to grantee the two parking spaces located immediately beneath the unit conveyed hereunder, which parking spaces are designated as parking spaces P-3461 and P-3462, in accordance with, and subject to, the provisions of Article III, paragraph 4, of the Declaration.

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

Grantor also hereby grants to the grantee, its 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, 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.

A PART OF LOT 1 IN OPTIMA CONSOLIDATION IN FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 27, 1980 AND KNOWN AS TRUST NUMBER 107926-04 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS ON OCTOBER 25, 1990 AS DOCUMENT NUMBER, 90-521,902, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS CREATED PURSUANT TO SUCH DECLARATION AS MAY BE AMENDED FROM TIME TO TIME.

UNIT 3461 IN THE NORTH POINTE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

## LEGAL DESCRIPTION

5631276