

UNOFFICIAL COPY

Form 101 Rev. 11-71

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 118188-00, the following described real estate in the County of Cook and State of Illinois, to wit:

PARCEL 1:
Unit 116 and p. 116 in the Renaissance Towers Condominium, as delineated on a survey 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.

. DEPT-01 RECORDING \$23.50
. T46666 TRAN 6750 02/03/93 15:03:00
. #1723 2 **-93-C85658

PARCEL 2:
Easement for ingress and egress for the benefit of Parcel 1 as set forth in CENS SUBDIVISION ORDERS 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.

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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 parts, streets, highways or alleys to create any subdivisions or lots thereon, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase or sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or substitute in interests, to grant such powers and authorities in trust as the Trustee may desire, to lease said real estate, to assign, to transfer, to assign to succeed in ownership, plottage or otherwise, any part of, any part thereof, to lease said real estate, as any part thereof, from time to time, in possession or reversion, by leases to commence to present or in future, and under any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 100 years, and to renew or extend leases made and to renew for any period or periods of time and to amend, change or modify leases and the terms and conditions thereof at any time thereafter, to make all such leases and renewals of leases subject to all laws and regulations, restrictions, covenants and conditions, whether now existing or hereafter created, which may affect said real estate, or any part thereof, for other real or personal property, to make assignments or changes of any kind, to release, remit or assign any right title or interest in or about or easement appurtenant to said real estate or any part thereof, and to lease with said real estate and every part thereof in trust with the same, whether similar to or different from the ways above described, as it would be lawful for any person having the same to do with the same, whether similar to or different from the ways above described, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor, to whom said real estate or any part thereof has been sold, leased or otherwise transferred, have any claim against the Trustee, or any successor, for any act or omission of any kind, or for any damage, loss or expense suffered by such party in consequence of any act of said Trustee, or be obliged or compelled 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 to the trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Register of Titles of said county) relying upon or claiming under any such conveyance, lease, mortgage, instrument or other instrument, 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 thereunder, (c) that said Trustee, or any successor to the 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 to the trust, that such successor or successors to the trust have been properly appointed and are fully vested with all the title, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

This reservation is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successors 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 this 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 counter, obligation or indemnity agreement entered into by the Trustee in connection with said real estate in the name of the Trustee or in its own name, or Trustee as Trustee, or in the name of its attorney-in-fact, hereby irrevocably appointed for such purposes, or in 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 counter, obligation or indemnity 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 said whomever shall be charged with notice of this condition from the date of 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, assets and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby explicitly 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 to the earnings, assets and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title to the said, to and in 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 accordance with the statute in such case made and provided.

And the said grantor, Donald M. Sekaric, hereby expressly waives, for ever, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, Donald M. Sekaric, aforesaid has signed hereto set its

seal this 28th day of February 1992.

[SEAL] JJIR, INC. Donald M. Sekaric [SEAL]

[SEAL] By: Donald M. Sekaric [SEAL]

STATE OF ILLINOIS, I, the undersigned Notary Public in and for said COOK County, in the State aforesaid, do hereby certify that Donald M. Sekaric, a citizen of the State of Illinois, is of JJIR, Inc.

personally known to me to be the same person whose name is Donald M. Sekaric, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he delivered the same to me in the presence of James F. Stanton, free and voluntary set for the uses and purposes therein set forth, including the releases and waivers of the right of preemption.

GIVEN under ROOSELLE STANTON seal this 26th day of February 1992 A.D. 1992.

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

Notary Public

My commission expires 4/11/93

This space for Affixing Rider and Attached Stamp

CS
CD
CT
CD
CO

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Box 221

For information only insert street address of above described property.

*Donald M. Sekaric,
Dwight H. Schreyer
11 N. Canal St.
Chicago, IL 60606*

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Property of Cook County Clerk's Office
900 N. Cicero

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP FEB 1993 15.50
EX-11432