

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, AETNA BANK 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, Conveyed and Warrants 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 first day of August 1994, and known as Trust Number 11860809 the following described real estate in the County of Cook and State of Illinois, to wit:

See attached.

COOK COUNTY ILLINOIS

1994 SEP 14 PM 2:39

94803597

BOOK NO. 019 56148

STATE OF ILLINOIS REVENUE DEPARTMENT DEPT OF REVENUE 370.00 REAL ESTATE TRANSACTION TAX COOK COUNTY 118.5000 CITY OF CHICAGO DEPT OF REAL ESTATE TRANSACTION TAX 975.00 94803597

1, 901 SE SL PD 88099C

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 lease, mortgage, grant and subdivide said real estate or any part thereof, to dedicate paths, streets, highways or alleys to public use, to sell, lease or otherwise dispose of all or part of the 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 grant said real estate or any part thereof to a mortgagee or mortgagee in trust and to grant to such mortgagee or mortgagee in trust all of the title, estate, powers and authorities vested in said Trustee, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof in loan, to lease said real estate, or any part thereof, from time to time, in perpetuity, or for years, by lease or otherwise, in fee and in fee simple or any part or parts of like, real proceeds in the case of any lease demise the term of 10 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, in contrast to those made and in great part in lease and options to renew leases and options to purchase the whole or any part of the premises and to restrict or restrict the manner of using the premises or future rental, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant, execute or charge of any kind, to release, convey or assign any right, title or interest in or about or connected therewith to any real estate or any part thereof, and in all such matters to execute, sign and deliver in all such cases and for such other considerations as it would be lawful for any person owning the same to do with the same, whether similar to or different from the ones above specified, at any time or times hereafter.

It is no part of the duty of 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, transferred to be sold, leased or mortgaged by said Trustee or any successor in trust, to be obliged to see in 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, lease, 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 any such mortgage, lease or other instrument, (2) 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, (3) that such conveyance 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 insofar as that said Trustee, or any successor in trust, or any person claiming through either or both of them, shall be bound to observe, execute and discharge the trusts and obligations therein contained in full, and in such manner as may be required for the full and complete execution thereof.

This conveyance is made upon the covenants, conditions and limitations 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 (1) 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, say and all such liability being hereby expressly waived and released. Any personal obligation or indebtedness 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 beneficiary under said Trust Agreement as that person-in-fact, hereby irrevocably authorized for each purpose, as at the direction of the Trustee in its own name, as Trustee of said estate, and not individually, and the Trustee shall have no obligation whatsoever with respect to any such financial obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be available for the payment and discharge thereof. All persons not mentioned hereinbefore and who may be seized with notice of this condition from the date of the filing or 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 common estate and interest 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 claim, right or remedy, in or to said real estate or any part thereof, in or to any interest in, arising from and proceeding thereon, which is not a personal claim, right or remedy being in part in said American National Bank and Trust Company of Chicago the entire legal and equitable title and 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 Registrar of Titles is hereby directed and is hereby authorized to register or file in his certificate and file 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 such 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, AETNA BANK, hereunto set hand and seal this 8th day of September 1994 O. Milled Holloway, President (SEAL) Gail Crapo, Secretary (SEAL)

STATE OF ILLINOIS THE UNDERSIGNED O. MORRIS HOLLOWAY, PRESIDENT AND GAIL CRAPO, SECRETARY, a Notary Public in and for said County of COOK, in the State aforesaid, do hereby certify that...

personally knows to me to be the same persons whose names 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.

OFFICIAL SEAL Omayra Colon Notary Public - State of Illinois Commission Expires 2-28-97

GIVEN under my hand and Notarial Seal this EIGHTH day of SEPTEMBER 1994 Omayra Colon Notary Public

American National Bank and Trust Company of Chicago Box 221

For information only insert street address of above described property.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

★ 673452  
★ CITY OF CHICAGO ★  
★ REAL ESTATE TRANSACTION TAX ★  
★ DEPT. OF REVENUE SEP 13 '04 ★  
★ P.B. 11196 ★



825.00

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★ CITY OF CHICAGO ★  
★ REAL ESTATE TRANSACTION TAX ★  
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## EXHIBIT A

UNIT NUMBERS 1B, 1C, 2B, 2C, 2D, 2E, 3B, 3C, 3D and 3E, IN 434 WEST ALDINE AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 15 FEET OF LOT 28, ALL OF LOT 29 AND THAT PART OF LOT 30 LYING WEST OF A LINE DESCRIBED AS COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT, 4.88 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT, 50 FEET; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID LOT, 4.96 FEET WEST OF THE SOUTHEAST CORNER THEREOF, ALL IN BLOCK 3 IN LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, BEING A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26271132, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, COOK COUNTY, ILLINOIS.

P.I.N. 14-21-310-066-1002, 14-21-310-066-1003, 14-21-310-066-1008, 14-21-310-066-1009, 14-21-310-066-1010, 14-21-310-066-1011, 14-21-310-066-1014, 14-21-310-066-1015, 14-21-310-066-1016 and 14-21-310-066-1017

Commonly known as 434 W. Aldine Avenue, Unit Nos. 1B, 1C, 2B, 2C, 2D, 2E, 3B, 3C, 3D and 3E, Chicago, IL.

SUBJECT ONLY TO THE FOLLOWING, if any: Covenants, conditions and restrictions of record, which may exist and do not affect the quiet use and enjoyment use of the premises for residential purposes; public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; general real estate taxes for the year 1994 and subsequent years.

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