

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, John Patrick Donahue, a bachelor of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/00 Dollars (\$ 10.00) in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto HARRIS BANK NAPERVILLE, a corporation of Illinois whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 10th day of October, 1994, and known as Trust Number 5577 the following described real estate in the County of Cook and State of Illinois, to wit:

Unit No. 2414 as delineated on survey of certain lots in the plat of Lake Front Plaza, a subdivision of a parcel of land lying in accretions to fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian according to the plat thereof recorded April 30, 1962 as document 18461961 conveyed by deed from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as trustee, under trust no. 17460, recorded May 7, 1962 as document 18467558, and also supplemental deed thereto recorded December 23, 1964 as document 19341545 which survey is attached as exhibit 'A', to Declaration of Condominium made by the American National Bank and Trust Company of Chicago, as trustee, under trust agreement dated April 9, 1962 and known as trust no. 17460, recorded in the office of the Recorder of Cook County, Illinois as document 22453315, together with an undivided percentage interest in the common elements all in Cook County, Illinois

P.I.N. 17-10-400-012-1510  
400 E. Randolph - Unit 2414  
Chicago, IL 60601

This instrument prepared by:  
Jerry C. Lagerquist  
1476 W. Berwyn  
Chicago, IL

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 in lawfully manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys or any subdivision or part thereof, as to subdivide 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 reservation, 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 lease 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 conditions thereof at any time or times hereafter in contract to make covenants and to grant options to lease and options to renew, leases and options to purchase the whole or any part of the real estate and to contract respecting the management of the same, including 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 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 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, covenants and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, 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, 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, rights, powers, authorities, duties and obligations of its, his 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 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 and Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, 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 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 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 whatsoever and whomever shall be charged 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 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, lease or equitable or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as stated in the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or file 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 hereby expressly waives, surrenders and releases, and any and all right of 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.

In Witness Whereof, the grantor John Patrick Donahue hereunto set his hand and seal this 10th day of October, 1994.  
John Patrick Donahue [SEAL]

STATE OF Illinois, I, Jerry C. Lagerquist, a Notary Public in and for said County of Cook, County, in the State aforesaid, do hereby certify that John Patrick Donahue, a bachelor

personally known to me to be the same person whose name is John Patrick Donahue subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 notary seal this 10th day of October, A.D., 1994.  
Jerry C. Lagerquist Notary Public

My commission expires \_\_\_\_\_

L.D. 7528848 J 10

10-6-94

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
REVENUE 0012594  
SEAL OF ILLINOIS  
CITY OF CHICAGO  
REAL ESTATE TRANSFER TAX  
REVENUE 0012594  
DEPT. OF REVENUE 0012594  
Document Number 94911936

Harris Bank Naperville  
American National Bank and Trust Company of Chicago  
503 N. Washington  
Naperville, IL 60566

"OFFICIAL SEAL"  
JERRY C. LAGERQUIST  
Notary Public Cook County, Illinois  
My Commission Expires May 31, 1996  
For information only, record after 10/23/94 of Cook County

UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1994 OCT 25 PM 2:00

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