

UNOFFICIAL COPY

94265277

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, Gary G. Wiesman and Yvette D. Wiesman, his wife, of Chicago, Illinois, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, conveys and warrants unto Gary G. Wiesman, not individually, but as Trustee under the provisions of a Trust Agreement dated January 31, 1984 and known as the GARY G. WIESMAN TRUST dated January 31, 1984 (the "Trust Agreement"), all interest in the real estate situated in the County of Cook in the State of Illinois (the "Property") legally described as follows:

UNIT NO. 509 AS DELINEATED ON SURVEY OF THAT PART OF LOT A AS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 90.60 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE WEST PERPENDICULARLY TO SAID EAST LINE, 114.60 FEET TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 22.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH PORTION OF SAID LOT A; THENCE NORTH ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED, 24.608 FEET; THENCE WEST ALONG A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID LOT, 95.52 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE NORTH PORTION OF SAID LOT; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH WEST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO THE NORTH EAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING;

SAID LOT A BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BLOCK 2, POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN THE NORTH 1/2 OF BLOCK 7 AND PART OF LOT 21 IN COLLINS' SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 18, 1976 AND KNOWN AS TRUST NO. 3068, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 23,675,016; TOGETHER WITH AN UNDIVIDED .630 PERCENT INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY), HEREINAFTER "PROPERTY".

Permanent Index Number: 17-03-204-060

Commonly known as : 1000 Lake Shore Drive, Unit 509
Chicago, Illinois 60611

TO HAVE AND HOLD said premises with the appurtenances, upon the trusts and for the uses and purposes set forth herein and in the Trust Agreement.

THIS DOCUMENT PREPARED BY
AND UPON RECORDING
RETURNED TO:

Anne M. Audy
Schwartz & Freeman
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611
(312) 222-0800

1984-03-23-44
COOK COUNTY RECORDER
DEPT-01 RECORDING
183533 TRUST 0002 03/23/84 15:53:00
\$27.50
\$0392 & F.I. * 94-265377
COOK COUNTY RECORDER

Box 57

2750
FD.

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In addition to all of the powers and authority granted to the Trustee by the terms of the Trust Agreement, full power and authority is hereby granted to the Trustee with respect to the Property or any part thereof to do any one or more of the following: improve, manage, protect and subdivide the Property or any part thereof; dedicate parks, streets, highways or alleys and vacate any subdivision or part thereof, and to resubdivide the Property as often as desired; contract to sell or convey the Property on any terms either with or without consideration; grant options to purchase; convey the Property 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 the Trustee; donate, dedicate, mortgage, pledge or otherwise encumber the Property, or any part thereof; operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on the Property; lease, from time to time, in possession or reversion, by leases to commence at the present or in the 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; 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; contract to make leases, grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion; contract with respect to fixing the amount of present or future rentals; partition or exchange the Property for other real or personal property; grant easements or charges of any kind, to release, convey or assign any right or title or interest in or about or easement appurtenant to the Property or any part thereof; enter into contracts or other agreements containing provisions exculpating the Trustee from personal liability; and deal with the Property 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.

In no case shall any party dealing with the Trustee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement. Every deed, trust deed, mortgage, lease or other assignment, instrument or document executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person 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 the 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 the Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other assignment instrument or document, 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 their predecessors in trust.

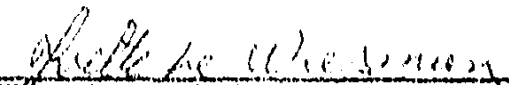
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And said GRANTOR hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the GRANTOR, has hereunto set her hand and seal this 22 day of March, 1994.



GARY G. WIESMAN (SEAL)



YVETTE D. WIESMAN (SEAL)

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GARY G. WIESMAN and YVETTE D. WIESMAN, personally known to me to be the same person who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

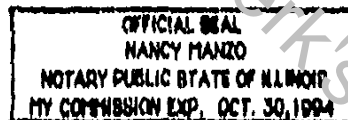
Given under my hand and official seal this 22 day of March, 1994.



Notary Public

My Commission Expires:

10-30-94



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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: March 22, 1994

Signature

Katrina Washington
Grantor or Agent

Subscribed to and sworn before me this 22nd day of March, 1994.

Rowena C. Lee
Notary Public

"OFFICIAL SEAL"
ROWENA C. LEE
Notary Public, State of Illinois
My Commission Expires March 23, 1997

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: March 22, 1994

Signature

Katrina Washington
Grantor or Agent

Subscribed to and sworn before me this 22nd day of March, 1994.

Rowena C. Lee
Notary Public

"OFFICIAL SEAL"
ROWENA C. LEE
Notary Public, State of Illinois
My Commission Expires March 23, 1997

NOTE:

ANY PERSON WHO KNOWINGLY SUBMITS A FALSE STATEMENT CONCERNING THE IDENTITY OF A GRANTEE SHALL BE GUILTY OF A CLASS C MISDEMEANOR FOR THE FIRST OFFENSE AND OF A CLASS A MISDEMEANOR FOR SUBSEQUENT OFFENSES.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

01005077

re: Unit 509