THIS INDENTURE, made this 5th , 1995 January day of between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not DEPT-UI RECORDING \$27.5ú personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust T+0003 TRAN 0758 01/04/95 15:31:00 95012352 25th Agreement, dated the 46849 + JJ *-95-012352 May 1994 COOK COUNTY RECURDER known as Trust Number 118330-01 party of the first part, and (Reserved for Recorders Use Only) RICHARD L. HAYANA GISELA G. HAMMOND, HUSBAND AND WIFE, AS Tenants By The Entirety, 360 East Randolph #2103, Chicago, Illianis 60601 party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN-Dollars and other good and valuable consideration in hand paid, does (\$10.00) hereby convey and QUIT-CLAIM unto eaid party/parties of the second part, the following described real estate, situated COOK County, Illinois, to-wit: SEE ATTACHED LEGAL DESCRIPTION Commonly Known As The Buckingham Private Condominium Residences - #2103 Property Index Number __ <u> 17-10-318-013-0000</u> together with the tenements and appurtenances thereunto belonging. TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof. forever, of said party of the second part. This deed is executed by the party of the first part, as Truster, as aforesaid, pulsuant to and in the exercise of ine 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, 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 comporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written. 95012352 AMERICAN MATIONAL BANK AND TRUST COMPANY OF CHICAGO is atoresaid, and not personally as Trustee) said County, in the State aforesaid, do hereby certify Grapony S Kasp Company of an officer of American National Bank and Trust Company of subscribed to the foregoing instrument, appeared and delivered this instrument STATE OF ILLINOIS COUNTY OF COOK Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal this

"OFFICIAL SEAL"
LM. SOVIENSKI

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 06/27/96

repared By, American National Bank & Trust Company of Chicago.

RICHARD & GISELA HAMMOND

360 EAST RANDOLPH STREET, UNIT #2103, CHICAGO, ILLINOIS 60601

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Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said real in estate or any part thereof, to dedicate parks, streats, 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 diadicate, 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 praesenti 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 198 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 easement 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.

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 foliged 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 or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mongarie 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, dither and obligations of its, his or their predecessor in trust.

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 daim, 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 processly 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 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 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 colischarge thereof.) All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the 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, avails and proceeds arising from the sale or any other disposition is said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have many 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 Grantee the entire legal and equitable title in tee 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 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:

EXHIBIT A LEGAL DESCRIPTION FOR THE BUCKINGHAM CONDOMINION BRIVATE RESIDENCES

UNIT NUMBER 2105 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET. WITH A LINE 564.001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE, AND A SOUTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 5, 1972, AS DOCUMENT NO. 21925615, AND RUNNING.

THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 72.191 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 42.00 FEET;

THENCE NORTH ALONG A LINE 606,001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 105.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 179,065 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH FIELD BOULEVARD, 98.00 FEET WIDE, AS SAID NORTH FIELD BOULEVARD WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 12, 1986 AS DOCUMENT 86597179 AND IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY OF COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969;

THENCE SOUTH ALONG SAID WEST LINE OF NORTH FIELD BOULEVARD A DISTANCE OF 159.574 FEET TO A POINT 20.00 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID WEST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID SOUTHWARD EXTENSION OF SAID WEST LINE WITH THE NORTH LINE, EXTENDED EAST, OF SAID EAST RANDOLPH STREET;

THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 28.13 FEET TO A POINT ON SAID NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, DISTANT 20.00 FEET, MEASURED ALONG SAID NORTH LINE, EXTENDED EAST OF EAST RANDOLPH STREET, WEST FROM THE POINT OF INTERSECTION OF SAID NORTH LINE, EXTENDED EAST WITH THE SOUTHWARD EXTENSION OF SAID WEST LINE OF NORTH FIELD BOULEVARD; AND

THENCE WEST ALONG SAID NORTH LINE OF EAST PANDOLPH STREET EXTENDED EAST, A DISTANCE OF 201.095 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25,1994 AND KNOWN AS TRUST NUMBER 1187-0-01 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 94993981 TOGETHER WITH AN UNDIVIDED

PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 66 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 94993981.

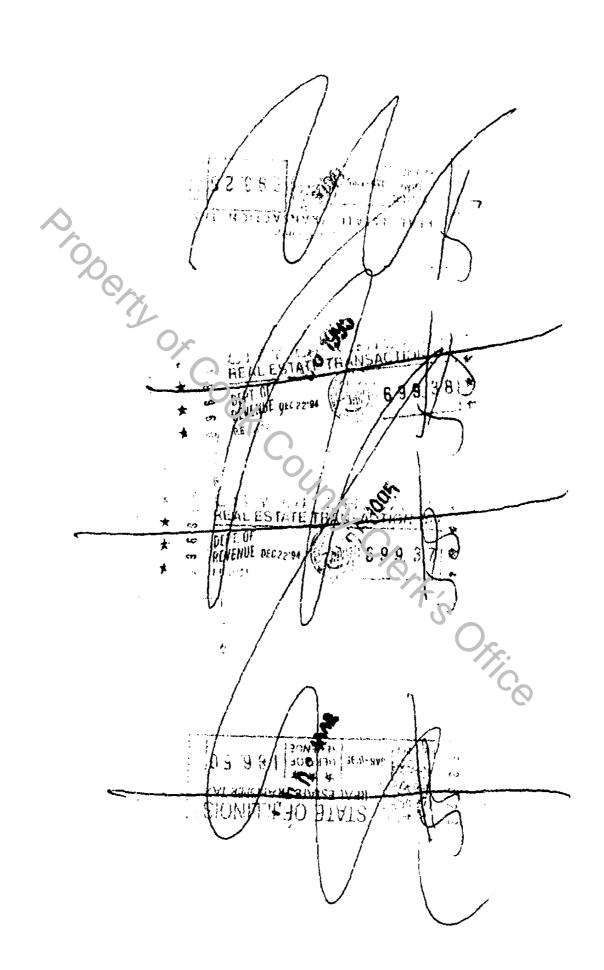
Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration of Condominium; and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land described therein.

The Tenant of the Unit either waived or failed to exercise the option to purchase the unit, or the Tenant did not have an option to purchase the Unit, unless the Tenant is the repurchaser.

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

17-10-318-013-0000

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