491370028 50 001 1997-12-28 10:37:48 Cook County Recorder

**DEED IN TRUS** (WARRANTY)

ASSOCIATED BANK

as Successor to Gladstone-Norw Trust & Savings Ban

MAIL TO!

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DON CHERILLO 218 N JEFFELLY Charly The 60661

(The Above Space For Recorder's Use Only)

RIVER DEVELOPMENT. THIS INDENTURE WITNESSETH, that the Grantor Illinois cook and State of for and in consideration of the County of of the sum of Ten and 00/100 Dollars, (\$ 10,00 hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged. Convey \* GLADSTONE-NORWOOD TRUST AND SAVINGS BANK and Warrant unto , Illinois, and duly authorized to accept and execute trusts within the State of an Illinois banking corporation of Chicago Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 2nd day of November, 19 95, 1823 , the following described real estate in the County and known as Trust Number \_ and State of Illinois, to wit: 78/20515 \*ASSOCIATED BANK, as Successor to Gladotone-Norwood Trust & Savings Bank.

UNIT 2-706 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN RIVER POINTE CONDOMINIUM AS DELINEATED AND DEFINED IN THE D'.CLARATION RECORDED AS DOCUMENT NUMBER 97131342 AND AS AMENDED FROM TIME TO TIME, IN PART OF THE SOULUWEST QUARTER OF SECTION 16 AND PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS AND ASSIGNS TO GRANTEE, "HEIR SUCCESSORS AND ASSIGNS, PARKING SPACE NUMBER P2-45 AND STORAGE SPACE NUMBER S2-45, AS LIMITED COMPLON ELEMENTS AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the urv.cs, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee with respect to the real estal or any part or parts of it, and at any time or times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and 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 Ithereof to a successor or successors in trust and to grant to such successor or successors in trust all of the after 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 leases to commence in the Tpresent 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 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 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 obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the trust property, or be obliged to see that the terms of the 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

**97970194** Page 2 of deed, mortgage, lease or other instrument executed by said trustee, or any successor in trust, in relation to said trust 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 Deed 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, conditions and limitations contained herein and in said Trust Agreement or in all amendments thereof, if any, and is 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, 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 condition that the Grantee, neither individually or as Trustee, nor its successor 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 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 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 beneficiaries under said Trust Agreemer, as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Truster 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

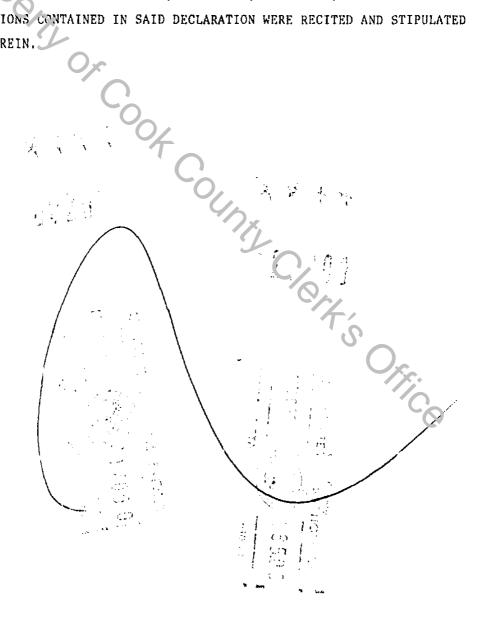
The interest of each and every eneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails, and proceeds thereof as aforesaid, the intention hereof being to vest in the Trustee the intire legal and equitable title in fee simple, in and to all of the trust property above

If the title to any of the trust property is now or he easister registered, the Registrar of Titles is hereby directed not to register or

words of similar import, in accordance with the  And the said Grantor x hereby e  virtue of any and all statutes of the State of Illinoi	statute in such ca xpressly waive _2	se made and pro	ovided. : _X_ any a	nd all right or	berefit u	nder and by
IN WITNESS WHEREOF, the Grantor afe				har )1979.7	d <u>x</u>	and seal
RIVER DEVELOPMENT, L.L.C.  By: Norwood Builders.Inc.(S  Its Manager	EAL)	P	1) [A	sident (		SFAL
(S	EAL)	<del></del> -		BIOGH FIL	LINE <del>E</del> F-SK	SEAL" OP(SEAL)
STATE OF ILLINOIS SS			1	NOTARY PUE MY COMMIS	LIC, STATE	OF ILLINOIS
COUNTY OF Cook				0.	····	
I, Irene T. Skopp certify that Bruce J. Adres	., a Notary Publi in i	c in and for sai	d County, in personall	the State afor v known to m	esaid, do e to be th	hereby e same
person x , whose name x substracknowledged that he signed, se	cribed to the foreg	going instrumen	t, appeared be	fore me this c	ej in pers	on and
tary act, for the uses and purposes therein set for GIVEN under my hand and Notarial Seal this	th, including the i	release and wais	er of the righ	t of homestes	d. _, 19 <u>9</u>	<b>3</b> /
Commission expires <u>December 5.</u>				aine 1		Garage Contract of the Contrac
PEN ESTATE \$100000 GRANDS PLAINES	ADDRESS OF	650 s.		oad *		
	PROPERTY:			L 60016		<del></del>
Document Prepared By:		THE YBOVE		R STATISTICAL I		NLY
James R. Duerr		SEND SUBSE	-			
7458 N. Harlem Avenue	•	(Name) M		- (1)	<u> </u>	
Chicago, IL 60631	_	(Address)	De Biu	er PU.	# 70'c	

CRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS TIGHTS 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.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.



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