OUIT CLAIM DEED

98143337 Page 1 of 5948/9038 30 001 1798-02-26 10:23:10 Cook County Recorder

This document prepared by:

When recorded mail to:

William I. McGuinn Sugar, Friedberg & Felsenthal 30 North LaSalle Street Suite 2600 Chicago, Illinois 50602

Edwin A. Wahlen Wildman, Harrold, Allen & Dixon 225 W. Wacker Drive Chicago, Illinois 60606

Harriet Brady, not individually, but as Trustee of the Harriet Brady Revocable Trust 1/a/d August 5, 1981, as amended, 8 South Michigan, 29th Floor, Chicago, Illinois 60603 ("Grantor"), in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and quit claim to Marvin Gans, not individually, but as Co-Trustee of the Jill-Gareway Trust under agreement dated December 1, 1986, 1000 Mason Street, Apt. 1002, San Francisco, CA 94108 ("Grantee") the following described real estate (the as Co-Trustee of the Jill-Gateway Trust under agreement dated December 1, 1986, 1000 Mason Street Apt. 1002, San Francisco, CA 94108 ("Grantee") the following described real estate (the "Property") in Cook County, Illinois:

See "Exhibit A" attached hereto and made a part hereof

Property Address:

175 E. Delaware Place, Units 9104, 9105,

and 9106, Chicago, Illinois 50611

Permanent index number: 17-03-220-020-1687; 17-03-220-020-0688 and

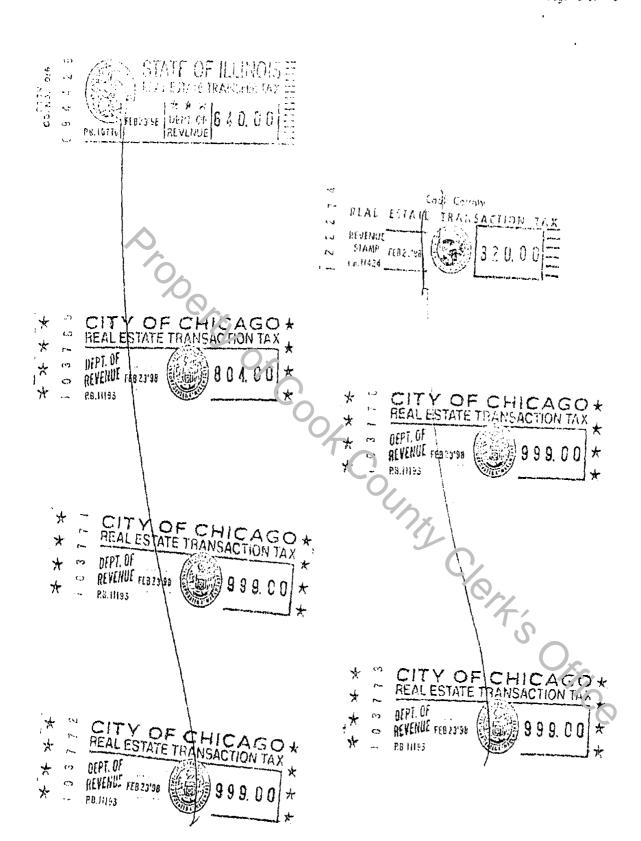
17-03-220-020-1689

TO HAVE AND TO HOLD the Property 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 Grantee to improve, manage, protect, and subdivide the Property or any part thereof, to dedicate parks, streets, highways, or alleys, to vacate any subdivision or part thereof, and to resubdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without

BOX 333-671

Page 1 of 3



UNOFFICIAL COP\$\$143337 Fage 3 of a

consideration, to 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 Grantee, to donate, to dedicate, to mortgage, pledge, or otherwise encumber the Property, or any part thereof, to lease the Property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, 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 the Property, 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 appartenant to the Property or any part thereof, and to 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 Grantee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, icased, or mortgaged by Grantee, 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 this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Grantee, 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 Grantee 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:

- 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,
- 2. That such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,
- 3. That Grantee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument, and

UNOFFICIAL COPY8143337 Fage 4 of &

4. 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, her, or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 other disposition of the 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 the Property as such, but only an interest in the earnings, avails, and proceeds thereof as aforesaid.

If the title to any of the Property 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.

Grantor hereby releases any claim which Grantor may have under the Homestead Exemption Laws of the State of Illinois.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY.

Dated February 18, 1998.

Harriet Brady, not individually, but as Trustee of the Harriet Brady Revocable Trust ./a/d August 5, 1981, as amended.

UNOFFICIAL COPY 143337 Fage 5 of 6

STATE OF ILLINOIS)) SS COUNTY OF COOK

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Harriet Brady, not individually, but as Trustee of the Harriet Brady Revocable Trust u/a/d 8/5/81, as amended, 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 she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Shury H. Kizlan
Notary Fablic
My commission expires:

N...
MYCON.
MYTON. Given under my hand and official seal this $\frac{18^{+h}}{1}$ day of

"OFFICIAL SEAL"

SHERRY H. KAPLAN

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 01/14/02

EXHIBIT A

LEGAL DESCRIPTION

175 E. Delaware Place Units 9104; 9105 and 9106 Chicago, Illinois 60613

PERMANENT REAL ESTATE INDEX NOS.

17-03-220-020-1687; 17-03-220-020-1688 and 17-03-220-020-1689

UNIT NOS. 9104, 9105, AND 9106 OF THE 175 BAST DELAWARE PLACE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFLYST) TO COLLECTIVELY AS PARCEL):

PARTS OF THE LAND, PROPERTY, AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE ADUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH OF A PARCEL OF LAND COMPRISED OF LOT 17 (EXCEPT THE EAST 16 FEET THEREOF) AND ALL OF LOTS 18 TO 28 INCLUSIVE, IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVIS: ON DF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONA' 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO LOTS 1 TO 4 INCLUSIVE, IN COUNTY CLERK'S DIVISION OF THE WEST 300 PEET OF THAT PART OF LOTS 16, 17, 18 AND 19 OF BLOCK 14 LYING BAST OF THE LINCOLN PARK BOULEVARD IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONVEYED BY JFED DATED JULY 27, 1973 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JULY 30, 1973 AS DOCUMENT 22418957, FROM JOHN HANCOCK MUTTIL LIFE INSURANCE COMPANY, A CORPORATION OF MASSACHUSETTS, TO LA SALLE NATIONAL BANK, . NATIONAL BANKING ASSOCIATION, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGGREMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NUMBER 45450,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CUIDOMINIUM OWNERSHIP, EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 175 FAST DELAWARE PLACE, CHICAGO, ILLINOIS, MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NUMBER 45450, AND RECORDED ON AUGUST 10, 1973 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22434263, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.