

275 UNOFFICIAL COPY 3703567

TRUSTEE'S DEED IN TRUST

Above space for Recorder's Use Only

THIS INDENTURE, made this 24th day of March, 1988 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois, an Illinois Corporation, under the laws of Illinois, as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said American National Bank and Trust Company of Chicago in pursuance of a trust agreement dated the 12th day of February, 1986, and known as Trust Number 66659, party of the first part, and G. R. GOSLIN, As Trustee Under Trust Agreement dated 9/12/87, Trust Number 10343 and not individually, located at 6464 North Central Avenue, Chicago, Illinois 60646, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) AND NO/100 DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Parcel I.

Unit 10343 in Cabot Crossing Condominium, as depicted on the plat of survey of the following described land: Lot 1 in Central and Dearlove Road Acres, being a Subdivision in the Southwest quarter of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles on April 10, 1947, as document Number 1144264, in Cook County, which survey is attached as Exhibit A to the Declaration of Condominium registered on March 11, 1988, as document LR: 3,693,081, together with a percentage interest in the common elements as defined and set forth in said Declaration.

Parcel II.

The exclusive right to the use of Parking Spaces 10343A, 10343B, and 10343C limited common elements as delineated on the survey attached to the declaration aforesaid recorded as document LR: 3,693,081

- 1. Party of the first part also hereby grants to party of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.
2. This Deed is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

together with the tenements and appurtenances thereunto belonging.

PERMANENT INDEX NO: 04-32-302-001, Vol. 134

THIS DOCUMENT PREPARED BY: David B. Pogrund, 221 N. LaSalle St., Chicago, Illinois 60601

MAIL TO: Box 25

PROPERTY ADDRESS: 10343 Dearlove Road, Glenview, IL 60025

LAND TITLE COMPANY 4-27-88 Description affects unit 10343 created by doc. 3693081 from Cit # 1418998

APR 24 1988 Date [Signature] 3703567

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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 to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, 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 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 praesenti or in 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 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 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 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, conditions and limitations contained in this Indenture and in said Trust Agreement 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, 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.

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This conveyance is made upon the express understanding and condition that neither party of the second part, 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 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 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 of said real estate, 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 real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said party of the second part the entire legal and equitable title in fee 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.

The said grantor hereby expressly waives and releases any and all rights or benefits 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.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. Party of the first part executes this instrument solely in its capacity as Trustee as aforesaid and not in its own individual capacity, and any individual liability on its part is hereby waived and released by the party of the second part, its heirs, legal representatives, successors and assigns.

This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county remaining unreleased at the date of the delivery hereof.

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IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice-President and attested by its Assistant-Secretary the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, As Trustee as aforesaid and not personally,

BY: _____ Vice-President

ATTEST: _____ Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Grantor caused the corporate seal of said Grantor to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein set forth.

Give under my hand and Notarial Seal this 14 day of April 1988.



Notary Public

Office

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Property of Cook County Clerk's Office

Age of _____	<i>Legal</i>
Address _____	<i>G.R. Golin</i>
Husband _____	<i>Trustee</i>
Wife _____	
Submitted by _____	
Address _____	
Deliver to _____	
Remarks _____	
Sig. Color _____	<i>White</i>

IN DUPLICATE
703567

11/8/98

Unit 10343

2703567

LAND TITLE CO.
 300 N. MONROE, 4TH FLOOR
 CHICAGO, ILLINOIS 60604

FILE # *71-82246-8*
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