TRUSTEE'S DEED IN TRUSTOFFICIAL COPY 46860

THIS INDENTURE, dated July 23, 1999 between Bank One Trust' Company, N.A., Successor Trustee to First Illinois Bank of Evanston, N.A., a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not 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 Agreement, dated April 1, 1986, known as Trust Number R-3249

party of the first part, and **WINTRUST ASSET

2000-02-29 10:57:05 Cook County Recorder 27.50



(Reserved for Recorders Use Only)

MANAGEMENT CO.**, as Trustee under the provisions of a certain Trust Agreement, dated May 13, 1999, and known as Trust Number 5513, whose address is 201 S. Hough St., Barrington, IL 60010, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As

2735-37 Central St., Evanston, IL 60201 (Parcel 1) 718-24 Himoon Ave., Evanston, IL 60202 (Parcel 2)

Property Index Number

11-19-407-015 (Parcel 1); 05-34-322-009 (Parcel 2)

together with the tenements and appurtenances thereur to belonging.

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.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE PAGE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the 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 exemption or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as afores iid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed of Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the grantee Trustee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of an there 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 corporate 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.

CITY OF EVANSTON

EXEMPTION

CITY CLERK

BANK ONE TRUST COMPANY, N.A., as T.usiee, as:aforesaid, and not personally.

CATHERINE MARTIN, TRUST OFFICER

STATE OF ILLINOIS

) I, the undersigned, a Notary Public in and for said County and State, do hereby certify

COUNTY OF COOK

) Catherine Martin an officer of Bank One Trust Company, N.A. 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, dated July 23, 1999.

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:05/24/03

Prepared By: Bank One Trust Company, N.A., 8001 North Lincoln Avenue, Skokie, IL 60077-\$657 OFFICIAL

MAIL TO:

-60146860 Page 2 of Full power and authority is nereby 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 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 properly, 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 coner 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 sich deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successors 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 neither Grantee, individually or as Trustee, nor its successor or successors in trust shall incur any personal nability 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 it 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 rusposes, 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 en i funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporation; 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 that of as aforesaid, the intention, hereof being to vest in said Grantee 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.

REV: 1996

UNOFFICIAL COPY 46860 Page 3 of 4

PARCEL 1

LEGAL DESCRIPTION: LOT 9 AND LOT 8 (EXCEPT THE EAST 42 FEET) IN BLOCK 9 IN JOHN CULVER'S ADDITION TO NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 3 TO 10, INCLUSIVE, AND THE EATS 33 FEET OF LOTS 1 AND 2 IN SMITH'S SUBDIVISION OF THE SOUTH PART OF QUILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH 50 FEET PF THE EAST HALF OF LOT 3 AND LOTS 4 TO 9 INCLUSIVE, IN SUBDIVISION OF BAXTER'S SHARE OF THE QUILMETTE RESERVATION AFORESAID IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2733 - 37 CENTRAL STREET, EVANSTON, ILLINOIS 60201

PROPERTY INDEX NUMBER: 11-19-407-015

PARCEL 2

LEGAL DESCRIPTION: LTO5 29 AND 30 IN BLOCK 2 IN KEDZIE AND KEENEY'S ADDITION TO EVANSTON, IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIVIOIS.

COMMONLY KNOWN AS: 718 -24 HINMAN AVENUE, EVANSTON, ILLINOIS 60202

PROPERTY INDEX NUMBER: 05-34-322-009

MAIL RECORDED DEED TO:

Wintrust Asset Management Co. Attn: Reta Edwards 201 S. Hough Street Barrington, IL. 60010

MAIL SUBSEQUENT TAX BILLS TO:

Wintrust Asset Management Co. Attn: Reta Edwards/5513
201 South Hough Street
Barrington, IL. 60010

PARAGRAPH E, SECTION 4 OF THE REAL ESTATE TRANSFER ACT AND COOK COUNTY ORDINANCE #9510/ JE

DATE.

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTED 146860 Page 4 of

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.

Wintrust Asset Management Company, N.A. as Trustee u/t/a dtd 5/13/99 known as Trust LFT #5513 Dated 2000. Signature: Subscribed and sworn to before me by the this 23rd said agent day of Februsia 2000. \$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$ 'OFFICIAL SEAL" ANITA E. MORRIS **Notary Public** Notary Public, State of Illinois My Commission Expires 02/22/04 000000000000000000 The grantee or his agent affirms and verifies that 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 and hold title to real estate under the laws of the State of Illinois. Wintrust Asset Management Company, N.A. as Trustee u/t/a dtd 5/13/99 known as Trust LFT #5513 alaz Dated 2000. Signature: **G**rantee *or A* gent Subscribed and sworn to before me by the said grantee _this <u>23 re</u>/ 99999999999999 "OFFICIAL SEAL" day of Februe 2000. ANITA E. MORRIS Notary Public, State of Illinois **Notary Public** My Commission Expires 02/22/04 100000000000000000000 NOTE: Any person who knowingly submits a false statement concerning the identity of a

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