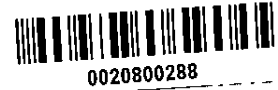


UNOFFICIAL COPY

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8/06/0041 23 003 Page 1 of 3  
2002-07-23 10:32:15  
Cook County Recorder 25.50



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MARKHAM OFFICE

**DEED IN TRUST - WARRANTY**

MTC 2034948  
THIS INDENTURE, WITNESSETH,  
THAT THE GRANTOR, Eddie  
Zipperstein and Dana  
Zipperstein, his wife, not as  
tenants in common but as  
joint tenants, of the County  
of Cook and State of  
Illinois, for and in  
consideration of the sum of  
Ten Dollars (\$10.00) in hand  
paid, and of other good and  
valuable considerations,  
receipt of which is hereby  
duly acknowledged, convey and  
**WARRANT** unto

American Enterprise Bank, T/U/T agreement dated July 11, 2002 and known  
as trust number 2013, whose address is 121-23 Callan Evanston  
Illinois, as Trustee under the provisions of a certain  
Trust Agreement dated the 11<sup>th</sup> day of July, 2002, the following  
described real estate situated in Cook County, Illinois to wit:

**SEE ATTACHED LEGAL DESCRIPTION**

Commonly Known As: 121-123 Callan, Evanston, Illinois 60202  
Property Index Number: 11-30-210-009-0000

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 SIDE OF THIS  
INSTRUMENT ARE MADE A PART HEREOF.

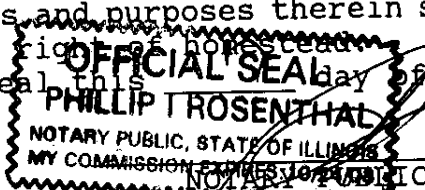
And the said grantor(s) hereby expressly waive(s) and release(s) any  
and all right or benefit under and by virtue of any and all statutes of  
the State of Illinois, providing for exemption or homesteads from sale on  
execution or otherwise.

IN WITNESS WHEREOF, the grantor s aforesaid have hereunto set hand  
and seal this 17 day of July, 2002.

[Signature] (SEAL)  
Eddie Zipperstein

[Signature] (SEAL)  
Dana Zipperstein

STATE OF ILLINOIS) I, Phillip I Rosenthal a Notary Public in and for  
COUNTY OF COOK ) said County, in the State aforesaid, do hereby certify  
Eddie Zipperstein and Dana Zipperstein, his wife, are personally known to  
me to be the same person whose name subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that  
they signed, sealed and delivered of said instrument as a free and  
voluntary act, for the uses and purposes therein set forth, including the  
release and waiver of the right of redemption.  
GIVEN under my hand and seal this 17 day of July, 2002.



Prepared By: Phillip I. Rosenthal, 3700 W. Devon, Suite B Lincolnwood,  
Illinois 60712  
MAIL TO: American Enterprise Bank,

[Handwritten initials]  
3m

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 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 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, 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.

This Conveyance is made upon the express understanding and condition that neither American Enterprise Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement 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 provision 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 American Enterprise Bank, 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.

CITY OF EVANSTON 011536

Real Estate Transfer Tax

City Clerk's Office

PAID JUL 18 2002 AMOUNT \$ 2050.00

Agent CMD

# UNOFFICIAL COPY


## LEGAL DESCRIPTION

LOTS 22 AND 23 IN BLOCK 2 IN NILES HOWARD TERMINAL ADDITION, BEING A SUBDIVISION OF THE SOUTH 6.25 CHAINS (412 1/2 FEET) OF THAT PART OF NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD IN THE CITY OF EVANSTON, IN COOK COUNTY, ILLINOIS.

P.I.N.: 11-30-210-009-0000

**COUNTY TAX**

**COOK COUNTY**  
REAL ESTATE TRANSFER TAX



JUL. 22. 02


REVENUE STAMP

# 0000083341

REAL ESTATE TRANSFER TAX
00205.00
FP326670

**STATE TAX**

**STATE OF ILLINOIS**  
REAL ESTATE TRANSFER TAX



JUL. 22. 02

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000041991

REAL ESTATE TRANSFER TAX
00410.00
FP326660

Property of Cook County Clerk's Office