

# UNOFFICIAL COPY



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2000-05-19 11:46:02  
Cook County Recorder 27.50

## WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor(s), Rebecca Fuller, a married person  
of the County of Cook and State of Illinois, for and in consideration of the sum  
of TEN AND NO/100 Dollars (\$ 10.00), in hand paid, and of other good  
and valuable consideration, receipt of which is hereby duly acknowledged, Convey(s) and Warrant(s) unto  
the First American Bank, an Illinois Banking Corporation duly organized and existing under the laws of the  
State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under  
the provisions of a certain Trust Agreement, dated the 14th day of June, 1983,  
and known as Trust Number 83-021, the following described real estate in the  
County of Cook and State of Illinois, to-wit:

Lot 558 in 1st Addition to Fox Point Unit Number 5, being a Subdivision in the  
Northwest Quarter of Section 6, Township 42 North, Range 10 East of the Third  
Principal Meridian, in Cook County, Illinois.

Exempt under provisions of Paragraph  
2, Section 31-45, Real Estate  
Transfer Act.

COMMONLY KNOWN AS: 505 Red Barn Lane, Barrington, Illinois 60010  
4/21/00 Date: Rebecca Schmitt Buyer, Seller, or Representative

Permanent Index Number: 02-06-109-010-0000

### SUBJECT TO:

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use  
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 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 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 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 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

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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 the exemption of homesteads from sales on execution or otherwise.

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, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said the First American Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

This conveyance is made upon the express understanding and conditions that neither the First American Bank, 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 in or about the said real estate or as a result of any operations conducted on or any contamination of, on or about said real estate, including, without limitation, any injury or damage associated with or resulting from the environmental condition of said real estate, such operations or any substance thereon or the release or threat of release of any substance therefrom, 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 Grantor(s) and each and every beneficiary shall indemnify, defend, protect and hold harmless the Trustee, its officers, directors, employees, agents, successors and assigns from any and all claims, penalties, fines, judgments, forfeitures, losses, costs, expenses (including reasonable attorneys' fees) and other liabilities associated with and such injury or damage.

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 up on 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.

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 Witness Whereof, the grantor \_\_\_\_\_ aforesaid ha<sup>s</sup>  
her  
hereunto set \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_  
this 7<sup>th</sup> day of April 19 2000  
\_\_\_\_\_  
[SEAL] Rebecca Fuller [SEAL]  
\_\_\_\_\_  
[SEAL] Rebecca Fuller [SEAL]

State of ILLINOIS  
County of LAKE } SS.

I, KATHLEEN A. MONTANO a Notary Public in and for said County, in  
the state aforesaid, do hereby certify that \_\_\_\_\_  
Rebecca Fuller

personally known to me to be the same person \_\_\_\_\_  
whose name is \_\_\_\_\_ subscribed to the foregoing  
instrument, she appeared before me this day in person and acknowledged that  
\_\_\_\_\_ signed, sealed and delivered  
the said instrument as her free and voluntary act, for  
the uses and purposes therein set forth, including the release and waiver  
of the right of homestead.

Given under my hand and notarial seal this 7<sup>th</sup> day  
of April, 19 2000.

Kathleen A. Montano  
Notary Public



GRANTEE'S ADDRESS AND  
RETURN TO  
FIRST AMERICAN BANK

FIRST AMERICAN BANK  
210 WEST MAIN  
DUNDEE, ILLINOIS 60118

Send Subsequent Tax Bills To:  
Rebecca Fuller

505 Red Barn Lane, Barrington, IL 60010

Document Prepared By: Mark Schuster  
Attorney at Law  
100 E. Chicago St., #200  
Elgin, Illinois 60120



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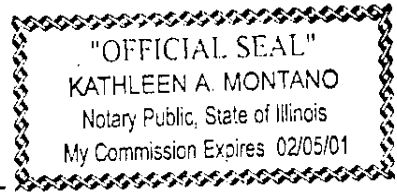
STATEMENT BY GRANTOR AND GRANTEE

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.

Dated April 7, 2000 Signature: Rebecca Fuller  
Grantor or Agent

Subscribed and sworn to before me by the said Rebecca Fuller this 7th day of APRIL, 2000.

Notary Public Kathleen A. Montano

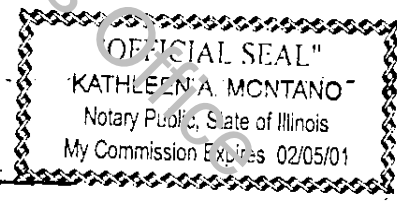


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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.

Dated April 7, 2000 Signature: Rebecca Fuller  
Grantee or Agent

Subscribed and sworn to before me by the said Rebecca Fuller this 7th day of APRIL, 2000.

Notary Public Kathleen A. Montano



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