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DEED IN TRUST (ILLINOIS)



Doc#: 0727156054 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/28/2007 03:05 PM Pg: 1 of 3

THE GRANTORS

**ELIZABETH HARVEY and
JAMES D. HARVEY, her husband, and
GAYLE E. HARVEY, an unmarried woman,
all of 2417 Lyons Street,
Evanston, Illinois 60201**

Exempt under paragraph c section 4, Real Estate Transfer Act

Date: 1-5-06

Signature

Above Space for Recorder's Use only

of the County of Cook, and State of Illinois and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey and quit claim unto **ELIZABETH HARVEY as successor trustee of the ATHELIA J. HARVEY TRUST UNDER AGREEMENT DATED OCTOBER 29, 1990, as amended**, and unto all and every successor or successors in trust under said trust agreements (each referred to hereinafter as the "Trust Agreement"), the following described real estate: (See reverse side for legal description.)

CITY OF EVANSTON
EXEMPTION

Permanent Real Estate Index Number: 10-13-112-007 and 008

Address of Real Estate: 2417 Lyons Street, Evanston, Illinois 60201

CITY CLERK

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and for the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee, (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans, (d) To dedicate parks, street, highways or alleys, and to vacate any portion of the premises, (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

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4. In the event of the inability, refusal of the Trustee herein named, to act, or upon his removal from the County the successor trustee(s) named in the aforesaid Trust Agreement is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

The grantor hereby waives and releases any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

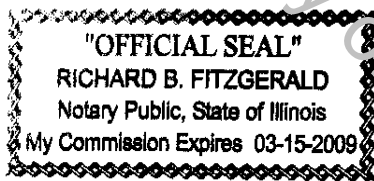
DATED this 5th day of January, 2006.

Gayle E. Harvey (SEAL)
Gayle E. Harvey

Elizabeth Harvey (SEAL)
Elizabeth Harvey

James D. Harvey (SEAL)
James D. Harvey

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Elizabeth Harvey and James D. Harvey, wife and husband and Gayle E. Harvey, an unmarried woman**, all personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



IMPRESS SEAL HERE

Given under my hand and official seal, this 5th day of January, 2006.

Commission expires: 3-15-09

Richard B. Fitzgerald
NOTARY PUBLIC

This instrument was prepared by **Richard B. Fitzgerald, 820 Davis Street, Evanston, Illinois 60201**

Legal Description

Lots seven (7) and eight (8) in Block five (5) in Arthur T. McIntosh's Church Street Addition to Evanston in the South West Quarter of the North West Quarter of Section thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

SEND SUBSEQUENT TAX BILLS TO:

{ Richard B. Fitzgerald }
(Name)

Elizabeth Harvey
(Name)

MAIL TO: { 820 Davis Street, #218 }
(Address)

2417 Lyons Street
(Address)

{ Evanston, Illinois 60201 }
(City, State and Zip)

Evanston, Illinois 60201
(City, State and Zip)

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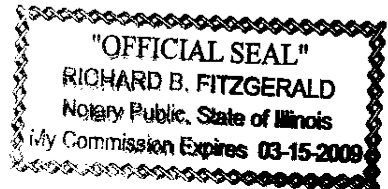
STATEMENT BY GRANTOR AND GRANTEE

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 January 5, 2006

Signature: *Elizabeth Harvey*
Elizabeth Harvey

Subscribed and sworn to before me by the said Elizabeth Harvey this 5th day of January, 2006.



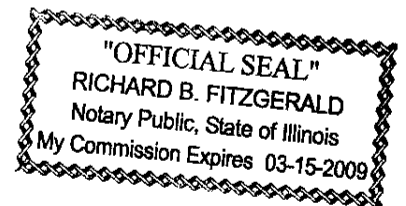
Notary Public *Richard B. Fitzgerald*

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 January 5, 2006

Signature: *Elizabeth Harvey*
Elizabeth Harvey, Trustee

Subscribed and sworn to before me by the said Elizabeth Harvey, Trustee this 5 day of January, 2006.



Notary Public *Richard B. Fitzgerald*