



Doc#: 0802822022 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/28/2008 10:22 AM Pg: 1 of 8

**QUIT CLAIM DEED**

GRANTOR, Leeta M. Fox, of Northbrook, Illinois, not personally but as sole surviving Trustee of the Nathan Fox Declaration of Trust Dated August 16, 1994, pursuant to the death of Nathan Fox on May 26, 2007 and the terms of a certain Virtual Representation Agreement dated August 17, 2007, a copy of which is attached hereto, for and in consideration of Ten and no/100 Dollars, in hand paid, CONVEYS and QUIT CLAIMS TO

GRANTEE, Leeta M. Fox as Trustee of the Leeta M. Fox Trust Dated August 16, 1994, of 1621 Mission Hills Road, Unit 201, Northbrook, Illinois 60062, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, the following described Real Estate situated in the County of Cook in the State of Illinois, to-wit:

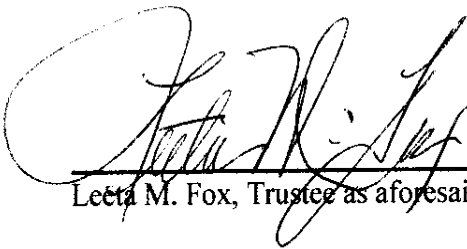
**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION.**

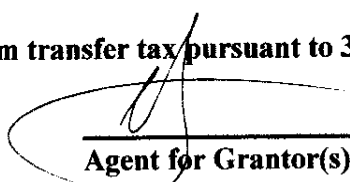
Subject to: General taxes not yet due; covenants, conditions and restrictions of record.

Permanent Index No. 04-18-200-015-1012

Address of Property: 1621 Mission Hills Road, Unit 201, Northbrook, Illinois 60062

Dated as of the 18th day of August, 2007.

  
\_\_\_\_\_  
Leeta M. Fox, Trustee as aforesaid

**This transaction is exempt from transfer tax pursuant to 35 ILCS 200/31-45(e).**  
8/18/07                        
Date                                      Agent for Grantor(s)

SY  
P8  
5N  
M.Y  
M.W



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## **EXHIBIT "A"** **LEGAL DESCRIPTION**

For the Real Estate commonly known as 1621 Mission Hills Road, Unit 201, Northbrook, Illinois 60062.

### PARCEL 1:

UNIT NO. N-201 AS DELINEATED ON SHEET 4 OF SURVEY OF PART (DESCRIBED ON SHEET 2 OF SAID SURVEY AND REFERRED TO HEREIN AS THE "PARCEL") OF LOTS 1, 2 AND 3 OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1971 AND KNOWN AS TRUST NUMBER 43413 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 23203281, AS AMENDED BY AMENDMENT TO SAID DECLARATION RECORDED IN SAID OFFICE AS DOCUMENT 23217270; TOGETHER WITH AN UNDIVIDED INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

PARKING EASEMENTS OVER PARKING SPACE NO. G-17N AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR MISSION HILL CONDOMINIUM M-2 AS PROVIDED FOR IN SAID DECLARATION AND AS CREATED BY DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 3, 1971 AND KNOWN AS TRUST NUMBER 43413 TO JAMES R. GILL AND MARY G. GILL, HIS WIFE, DATED OCTOBER 16, 1976 AND RECORDED JANUARY 25, 1977 AS DOCUMENT 23799977 IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

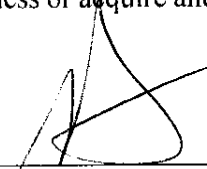
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED AUGUST 8, 1973 AND RECORDED AUGUST 8, 1973 AS DOCUMENT 22431171, AND AS CREATED BY DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 3, 1971 AND KNOWN AS TRUST NUMBER 43413 TO JAMES R. GILL AND MARY G. GILL, HIS WIFE, DATED OCTOBER 16, 1976 AND RECORDED JANUARY 25, 1977 AS DOCUMENT 23799977 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

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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 attached 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: August 18, 2007

Signature:   
Neal P. Geitner, Grantor's Agent

Subscribed and sworn to before me  
by the said Neal P. Geitner this  
18th day of August, 2007.

  
Notary Public

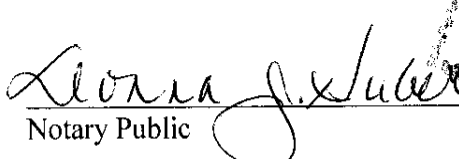


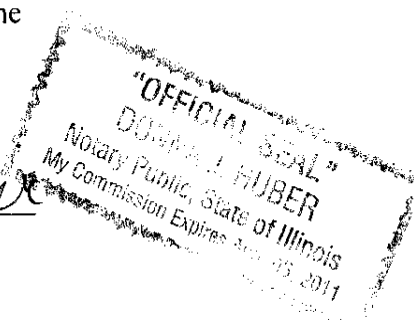
The grantee or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the attached deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois Corporation or foreign corporation authorized to do business or acquire and hold title to 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: August 18, 2007

Signature:   
Neal P. Geitner, Grantor's Agent

Subscribed and sworn to before me  
by the said Neal P. Geitner this  
18th day of August, 2007.

  
Notary Public



# UNOFFICIAL COPY

## NATHAN FOX FAMILY VIRTUAL REPRESENTATION AGREEMENT

This agreement ("Agreement") is entered into as of the 17th day of August 2007, by and between Leeta M. Fox, individually ("Leeta"), and Leeta M. Fox, as Trustee of the Nathan Fox Trust dated 8/16/94 ("Trustee"), each of whom is herein referred to as a "Party" and both of whom are herein referred to collectively as the "Parties," as follows:

### Recitals

- A. The Nathan Fox Trust (the "Trust") was created by Nathan Fox ("Grantor") during his lifetime on August 16, 1994, and the Trust became irrevocable upon Grantor's death on May 26, 2007.
- B. Leeta is Grantor's surviving spouse. Grantor also had two living children at the time of his death, and no deceased children or grandchildren.
- C. Upon Grantor's death, if Leeta survives him, the Trust provides for (i) payment of Grantor's debts and the expenses of settling Grantor's estate; and (ii) the residue of the Trust to be distributed outright and free of trust to Leeta.
- D. At Grantor's death, the Trust's primary (and perhaps only) assets were an undivided fifty (50%) percent interest in each of two parcels of real estate, namely (i) Grantor's primary residence, located at 1621 Mission Hills Road, Unit 201, Northbrook, Illinois 60062; and (ii) a vacation and rental property, located at 445 N. Desert Falls Drive, Unit 58, Palm Desert, California 92211 (collectively, the "Real Estate").
- E. The Real Estate and any other assets in the Trust (none of which Trustee is aware of) are collectively referred to as the "Trust Assets." In accordance with the terms of the Trust and Leeta's wishes, Trustee and Leeta want to distribute the Trust Assets to the Leeta M. Fox Trust dated 8/16/94 ("Leeta's Trust").
- F. During Grantor's lifetime, Grantor and Trustee acted as co-trustees. At Grantor's death, the Trust names Trustee and Glenview State Bank, of Glenview, Illinois ("GSB") as co-trustees.
- G. As indicated in the Declination of Trusteeship dated August 14, 2007 and attached hereto, GSB has declined to act as co-trustee of the Trust. GSB declined to act due to the illiquid nature of the Trust Assets and the limited scope of GSB's prospective duties (essentially, transferring the Trust Assets to Leeta).
- H. The terms of the Trust require that Leeta select another corporate co-trustee to act in place of GSB. However, Leeta and Trustee believe that, for the reasons expressed by GSB, it will be impossible to identify another corporate co-trustee that is willing to act.
- I. Therefore, the Parties desire Trustee to act as sole trustee of the Trust.



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- J. The Illinois Trust and Trustees Act (760 ILCS 5/16.1)(the “Act”) allows all of the primary beneficiaries of a trust (in the case of the Trust, only Leeta) to enter into an agreement (“Virtual Representation Agreement”) with the trustee construing any provision of the trust or regarding any duty, power, responsibility or action of the trustee, so long as the agreement (i) is not clearly contrary to any express terms of the trust; and (ii) does not accelerate the termination of a trust.
- K. Trustee has obtained an opinion from legal counsel that (i) the distribution of the Trust Assets by Trustee as sole trustee of the Trust would not be clearly contrary to any express terms of the Trust because the Trust’s requirement that a corporate co-trustee participate in such distribution is ministerial in nature and does not constitute a “term” of the Trust as that word is used in the Act; and (ii) the distribution of the Trust Assets by Trustee as sole trustee would not accelerate the termination of a trust because the terms of the Trust clearly call for an outright distribution to Leeta.
- L. The Parties wish to enter into a Virtual Representation Agreement that construes the terms of the Trust as permitting Trustee to act as sole trustee of the Trust for the purposes of distributing the Trust Assets to Leeta and winding down and terminating the Trust, all upon the terms and conditions set forth herein.

## Terms of Agreement


In consideration of the mutual promises herein contained, the Parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference.
2. The Act. The parties intend this Agreement to comport with and be subject to the terms of the Act.
3. Agreed Construction of Trust. The Trust is hereby construed as permitting Trustee to act as sole trustee for the purposes of distributing the Trust Assets to Leeta (or, at her option, to Leeta’s Trust) and to otherwise wind down and terminate the Trust.
4. Agreed Distributions. The Trust Assets shall be distributed to Leeta’s Trust at such time or times and in such one or more portions as the Trustee, in the Trustee’s sole discretion, deems necessary or advisable from time to time, considering all of the other obligations of the Trust and the Trustee, whether known or contingent.
5. Indemnity/Hold Harmless. Leeta, for herself and on behalf of her heirs, successors, executors, representatives and assigns, agrees to defend, indemnify and hold Trustee harmless from and against any and all claims, suits, damages and expenses (including reasonable attorney fees) of whatever nature arising out of or in connection with the construction of the Trust and/or the distribution of the Trust Assets pursuant to the terms of this Agreement.
6. Virtual Representation Act. This Agreement shall be final and binding on Trustee, Leeta and all other beneficiaries of the Trust, both current and future, as if ordered by a court with competent jurisdiction over all parties in interest.

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7. Execution. This Agreement may be signed in more than one counterpart. In that case, all such counterparts shall, collectively, be deemed to be the original Agreement. Any signature transmitted by facsimile or other electronic means shall be deemed to be an original signature.

Signed by each of the parties as of the date first written above.

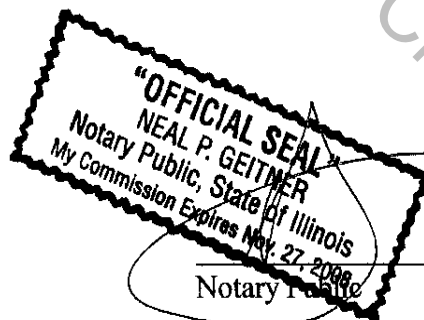
  
\_\_\_\_\_  
Leeta M. Fox, individually and as trustee of the  
Nathan Fox Trust dated 8/16/94

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a notary public in and for the above county and state, certify that Leeta M. Fox, individually and as trustee of the Nathan Fox Trust dated 8/16/94, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged signing and delivering the instrument as her free and voluntary act, individually and in her authorized capacity, for the uses and purposes therein set forth.

Dated: 8/17/07

(SEAL)



\_\_\_\_\_  
Notary Public

My commission expires 11/27/08



In touch with your Life<sup>SM</sup>

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www.gsb.com

August 14, 2007

Leeta Fox  
The beneficiary of the  
Nathan Fox Declaration of Trust  
and to whom it may concern.

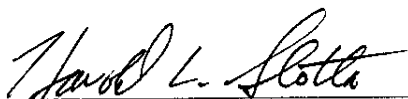
Re: Sixth Amended and Restated Nathan Fox  
Declaration of Trust dated 11/22/2006

**DECLINATION OF TRUSTEESHIP**

The undersigned, not having undertaken any duties as Successor Co-Trustee of the Sixth Amended and Restated Nathan Fox Declaration of Trust dated 11/22/2006, declines to act as Successor Co-Trustee.

GLENVIEW STATE BANK

By:

  
Harold L. Slotta, Vice President