

# UNOFFICIAL COPY

DEED IN TRUST

24 652 325

Quit Claim

FORM 3282 BANKFORMS, INC.

The above space for recorder's use only

1-1  
3A  
PART A 12/21/07

THIS INDENTURE WITNESSETH, That the Grantors  
Michael Stamm and Kathleen Stamm, his wife,  
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 considerations, receipt of which is hereby duly acknowledged, Convey  
and Quit Claim unto WHEELING TRUST AND SAVINGS BANK, a 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 sixth day of  
February, 1978, and known as Trust Number 78-129, the following described real estate in the  
County of Cook and State of Illinois, to-wit:

LEGAL DESCRIPTION ATTACHED:

UNIT NUMBER 53-0' IN CEDAR RUN VI CONDOMINIUM, AS DELINEATED  
ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE  
(HEREINAFTER REFERRED TO AS PARCEL):  
LOTS 42-46 BOTH INCLUSIVE 49, 52, 53, 54, 55, 56, 57, AND 58  
IN CEDAR RUN SUBDIVISION, BEING A SUBDIVISION OF THE NORTH  
EAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
OCTOBER 7, 1971 AS DOCUMENT NUMBER 21660896 IN THE OFFICE OF THE  
RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, WHICH SURVEY IS  
ATTACHED AS EXHIBIT D TO DECLARATION OF CONDOMINIUM OWNERSHIP  
MADE BY TEKTON CORPORATION, A CORPORATION OF DELAWARE, RECORDED  
IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS,  
AS DOCUMENT NUMBER 22378213 AND AMENDED FROM TIME TO TIME TO-  
GETHER WITH AN UNDIVIDED 1.96078 PER CENT INTEREST IN THE COMMON  
ELEMENTS 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) AS AMENDED FROM TIME TO  
TIME IN COOK COUNTY, ILLINOIS: PARCEL 2:  
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET  
FORTH IN THE DECLARATION OF EASEMENTS DATED NOVEMBER 3, 1970,  
RECORDED NOVEMBER 3, 1972 AS DOCUMENT NUMBER 2109221, ALL IN  
COOK COUNTY, ILLINOIS, AS CREATED BY DEED RECORDED JANUARY 25,  
1974 AS DOCUMENT NUMBER 22606194 FOR INGRESS AND EGRESS IN COOK  
COUNTY, ILLINOIS

24 652 325

THIS DOCUMENT WAS PREPARED BY

Recorder's Office

# UNOFFICIAL COPY

Property of Cook

CHICK 10  
11-200



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
OCT-278  
49.00

THIS DOCUMENT WAS PREPARED BY: Jane Ferguson-Commercial Loan Dept.  
Bank of Buffalo Grove, Buffalo Grove, Buffalo Grove, Ill.

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the covenances, upon the trusts, and for the uses 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 redivide 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, 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 lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 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 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 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, lease, 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 Wheeling Trust and Savings Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, demand or decree for anything if 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 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 incurred 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 of such charges thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of its 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 the same 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 Wheeling Trust and Savings 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 to issue in the certificate of title or duplicate thereof, or to record, the words "in trust" or "upon condition," or with limitations of any similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce this Deed or Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registerer is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor s aforesaid have hereunto set their hands and seals this twenty-ninth day of September 19 78

[SEAL] Michael Stamm [SEAL]  
[SEAL] Kathleen Stamm [SEAL]

State of Illinois ss. I, Norma Zuccarino a Notary Public in and for said County, in County of Lake do hereby certify that Michael Stamm and Kathleen Stamm



personally known to me to be the same person s whose name s 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.

Given under my hand and notarial seal this 29th day of September 19 78  
Norma Zuccarino  
Notary Public

RETURN TO:  
BATLER & CAPITEL, P.C.  
400 WEST DUNDEE ROAD  
BUFFALO GROVE, ILLINOIS 60090

For information only insert street address of above described property.

Stamping machine per state statute for state title

Sublime 67-8236

49.00  
24 652 323

11.00

UNOFFICIAL COPY

*James A. Wilson*  
RECORDS & DEEDS

\*24652326

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
JCT 2 '78 12 48 PM

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT