

UNOFFICIAL COPY

GEORGE E. COLE* NO. 1990
LEGAL FORMS September, 1975

DEED IN TRUST

(ILLINOIS)

0079

24 283 214 24 231 945

1977 DEC 12 PM 1 28

DEC-12-77 492555 • 24231945 • A -- Rec 10.00

(The Above Space For Recorder's Use Only)

THE GRANTOR **RUTH E. MUSTAIN, Divorced and not remarried**
of the County of Cook and State of Illinois, for and in consideration
of Ten and no/100 (\$10.00) Dollars,
and other good and valuable considerations in hand paid, Convey and (WARRANT/QUIT CLAIM)*
unto **KENNETH C. MUSTAIN, 912 N. Dunton, Arlington Heights, Illinois**

(NAME AND ADDRESS OF GRANTEE)
as Trustee under the provisions of a trust agreement dated the 16 day of April
1977, and known as Trust Number 2149 hereinafter referred to as "said trustee," regardless of the number
of trustees, and unto all and every successor or successors in trust under said trust agreement, the following described real estate
in the County of Cook and State of Illinois, to wit: **Lot 25 in Block 1 in Pickets Add. to**

Chicago, a Sub of Sec. 6, Township 22 North, Range 14 East of 3rd P.M., in Cook Co., Ill.

LOT 33 and North 3 feet of Lot 34 in the Sub. of the South Part of Block 2 in Suffern's Sub. of the SW 1/4 of Sec. 6, Township 39 North, Range 14, East of the 3rd P.M., in Cook Co., Ill.

Full power and authority are hereby granted to said trustee to approve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase or to sell on any terms; to convey either with or without consideration; to convey said premises 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 authority vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases 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 125 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 property, 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 encumbrance appurtenant to said premises or any part thereof; and to deal with said property 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, in a manner 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person 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 some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee 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 duly vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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.

If the title to any of the above lands 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 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 aforesaid has hereunto set her hand and seal this 19th day of November 1977. **This conveyance is made subject to the lien of the \$26,000 Trust Deed dated Oct. 14, 1977 to Aetna State Bank & recorded as (SEAL) Doc. #24150821 (SEAL)**

State of Illinois, County of Cook

(SEAL) Ruth E. Mustain (SEAL)
RUTH E. MUSTAIN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid **DO HEREBY CERTIFY** that **RUTH E. MUSTAIN, divorced and not remarried**

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she 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.

and official seal, this 19th day of November 1977

Commission expires May 20, 1980 **THIS INSTRUMENT WAS PREPARED BY**
JOHN W. CHAVERIAT, Attorney at Law NOTARY PUBLIC
One N. La Salle St., Chicago, Ill. 60602
One N. La Salle St., Chicago, Ill. 60602 (ADDRESS)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

ADDRESS OF PROPERTY: **1322 Wicker Park and 1107 N. Leavitt**

Chicago, Ill.
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: **THIS INSTRUMENT WAS PREPARED BY**
JOHN W. CHAVERIAT, Attorney at Law
One N. La Salle St., Chicago, Ill. 60602
Rm 1795
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. 236

(Name)

(Address)

APPENDIX "B" RIDERS FOR REVENUE STAMPS HERE

This deed re-recorded

to show corrected land Trust Number

DOCUMENT NUMBER

24231945

UNOFFICIAL COPY

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JAN 17 1978 5 10 7 2 4 • 24288214 • A --- 800 1000

Property of Cook County Clerk's Office

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24288214

GEORGE E. COLI
LEGAL CLERK

Deed in Trust

TO

END OF RECORDED DOCUMENT