

25715605



WARRANTY DEED IN TRUST

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor s Ruth E. Mustain divorced and not remarried, E. Timothy Mustain a bachelor

of the County of Cook and State of Illinois for and in consideration of TEN AND NO/100 Dollars, and other good and valuable considerations in hand paid, Convey and Warranty unto THE WILMETTE BANK, a corporation of Illinois, whose address is 1200 Central Avenue, Wilmette, IL as Trustee under the provisions of a trust agreement dated the 2nd day of October 1980, known as Trust Number TWB-0026 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 15 in block 4 in Dingee and McDaniel's Resubdivision of blocks 3, 6, 9 and 10 and the S 1/2 of block 8 in the Village of Wilmette in the North Section of Quinette Reservation in Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Sidney R. Olson RECORDER OF DEEDS

COOK COUNTY, ILLINOIS FILED FOR RECORD 1980 DEC 23 AM 10:13

25715605

10.00

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act

Buyer, Seller, or Representative

12-16-80 Date

TO HAVE AND TO HOLD the said premises with the appurtenances 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 use to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisions or part thereof, and to resubdivide said property 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 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 authorities vested in said trustee, to donate, 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 person or by power, by lease to commence in present or 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 hereof 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 premises, 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 claimant's appurtenant to said premises or any part thereof, and to do all things 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, 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 in relation to the 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 said trust agreement 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. 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 the trustee, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under the deed 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 shall be notified of this instrument. If the conveyance is made to a successor or successors in trust, or in memorial, the words "in trust", or "upon condition", or "with limitations", or words of like 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 of other lien.

In Witness Whereof, the grantor S, aforesaid, do hereby set their hands and seal this 17th day of November 1980

Ruth E. Mustain (Seal) E. Timothy Mustain (Seal)

This document prepared by: John Chaveriat One N. LaSalle, #1355, Chicago, IL 60602

State of Illinois ) Notary Public in and for said County, in Cook ) the State aforesaid, do hereby certify that Ruth E. Mustain and E. Timothy Mustain a bachelor divorced & 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 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 rights of homestead. Given under my hand and notarial seal this 17th day of November 1980

The Wilmette Bank 1200 Central Avenue Wilmette, Illinois 60091

1454-6-8 Wilmette Av., Wilmette For information only insert street address of above described property.

BOX 533

END OF RECORDED DOCUMENT