

# UNOFFICIAL COPY

LEGAL FORMS

September, 1975

DEED IN TRUST

25787548

*Sidney H. Olson*  
RECORDER OF DEEDS

(ILLINOIS)

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

25787548

1981 FEB 26 AM 10 00

(The Above Space For Recorder's Use Only)

68-06-241E

1416219

THE GRANTOR EDNA SEABERG, a widow  
of the County of Cook and State of Illinois for and in consideration  
of Ten and 00/100 (\$10.00) Dollars,  
and other good and valuable considerations in hand paid, Conveys and ~~WARRANTS~~ /QUIT CLAIMS,  
unto The Wilmette Bank

(NAME AND ADDRESS OF GRANTEE)

Illinois as Trustee under the provisions of a trust agreement dated the 5th day of January  
1981 and known as Trust Number TWB-0053 (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:

See Exhibit A attached hereto and made a part  
hereof.

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 are hereby granted to said trustee to improve, 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; 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 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 futuro, and upon any terms and for any  
period or periods of time, not exceeding in the case of any single lease the term of 198 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 easement appurtenant  
to said premises or any part thereof; and to deal with said property and any 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 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 are fully  
vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their or decedent 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 5th  
day of JANUARY 1981

Edna Seaberg (SEAL) 11 00 (SEAL)  
EDNA SEABERG (SEAL) (SEAL)  
State of Illinois County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State afore-  
said, DO HEREBY CERTIFY that Edna Seaberg, a widow  
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.

Given under my hand and official seal, this 19 day of February 1981  
Commission expires 8-1 1981 Marvin Cohn

Marvin Cohn, Esq., Rosenthal and NOTARY PUBLIC  
Schanfield, 55 E. Monroe St., #4620, Chicago, Ill.  
(NAME AND ADDRESS)

\*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

Diane M. Hackett  
Rosenthal and Schanfield  
MAIL TO: { 55 E. Monroe St., #4620  
Chicago, IL 60603

ADDRESS OF PROPERTY:  
1501 Oak Ave.

Evanston, IL  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

Exempt under provisions of Paragraph 2, Section 4,  
Real Estate Transfer Tax Act.

Diane M. Hackett  
Buyer, Seller or Representative  
FEB 24 1981  
Date

APPLY "BUYER'S" OR "REVENUE" STAMPS HERE  
25787548

DOCUMENT NUMBER

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

Unit No. 302, as delineated on the survey of the following described real estate (hereinafter referred to as the "Parcel"):

Lots 3 and 4 in Owner's Subdivision of Lots 8 to 12, both inclusive in A. J. Brown's Subdivision of the West 244 feet of Block 54 in the Original Village (now City) of Evanston, in the West 1/2 of the South West 1/4 of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit "A" to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants made by LaSalle National Bank, as Trustee under Trust Agreement dated October 22, 1979 and known as Trust No. 101953, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 25607165, together with an undivided 1.82% interest in said Parcel (excepting from said Parcel all the units thereof as defined and set forth in said Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and survey).

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium Ownership and of Easements, Restrictions and Covenants, and hereby reserves to itself, its successors and assigns, the rights and easements set forth therein for the benefit of the remaining property described therein.

EXHIBIT A

25781548

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Unit No. G-43, as delineated on the survey of the following described real estate (hereinafter referred to as the "Parcel"):

Lots 3 and 4 in Owner's Subdivision of Lots 8 to 12, both inclusive, in A. J. Brown's Subdivision of the West 244 feet of Block 54 in the Original Village (now City) of Evanston, in the West 1/2 of the South West 1/4 of Section 18, Township 41 North, Range 1, East of the Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit "A" to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants made by LaSalle National Bank, as Trustee under Trust Agreement dated October 22, 1979 and known as Trust No. 101953, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 2567185, together with an undivided .07 interest in said Parcel (excepting from said Parcel all the units thereof as defined and set forth in said Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and survey).

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium Ownership and of Easements, Restrictions and Covenants, and hereby reserves to itself, its successors and assigns, the rights and easements set forth therein for the benefit of the remaining property described therein.

EXHIBIT A

END OF RECORDED DOCUMENT