

UNOFFICIAL COPY

Property

DEED IN TRUST

25877769

Quit Claim

Prepared By

ROBERT F. SCHMIDT
380 E. Dundee Rd.
Wheeling, Ill. 60090

Taxes to be paid by:

WT & S Tr. 81-190
380 E. Dundee Rd.
Wheeling, IL 60090

The above space for recorder's use only

67-11-744
1662491

THIS INDENTURE WITNESSETH, That the Grantor, Eleanor Scharm, a spinster
of the County of Cook and State of Illinois, for and in consideration
of the sum of Ten Dollars and no/100's 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 7th day of
May 19 81, and known as Trust Number 81-190, the following described real estate in the
County of Cook and State of Illinois, to-wit:

Unit Number 24A, in El Lago Condominium, as delineated
on a survey of the following described property, (hereinafter
referred to as "Parcel"): That part of Lots 3 and 4 and the
North 25 feet of Lot 5 (except the West 14 feet of said
premises), in Block 9 in Cochran's Second Addition to Edgewater,
said Addition being a Subdivision of the East fractional
half (except the West 1320 feet of the South 1913 feet and
except the railroad), in Section 5, Township 40 North, Range
14, East of the Third Principal Meridian, lying West of a
line commencing at a point on the North line, extended
Easterly, of said Lot 3, 348.57 feet East of the East line
of North Sheridan Road, as widened; thence South to intersect
the North line, extended Easterly, of said Lot 4, at a point
347.99 feet East of said East line of North Sheridan Road,
as widened; thence South to intersect the North line, extended
Easterly of said Lot 5, at a point 347.41 feet East of said
East line of North Sheridan Road, as widened; thence South to
intersect the South line, extended Easterly, of the North 25
feet of said Lot 5, at a point 346.88 feet East of the East
line of said Sheridan Road, as widened, in Cook County,
Illinois; which survey is attached as Exhibit "A" to the
Declaration of Condominium recorded in the Office of the
Recorder of Deeds of Cook County, Illinois as Document No.
24998056; together with its undivided percentage interest
in the Common Elements.

Section 4
Representative

25877769

UNOFFICIAL COPY

E# 00344
67-11-2

Property of Cook County

Attached

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1981 MAY 21 AM 10:22

Sidney K. Olson
RECORDER OF DEEDS

25877769

SUBJECT TO

TO HAVE AND TO HOLD the said real estate 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 improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to resubdivide 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 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 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 regarding 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 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, 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 sold, 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, mortgage, 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, judgment or decree for anything it 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 the said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered 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 (trusteably) 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 and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the 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 them 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 any notes 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands 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 grantors aforesaid have hereunto set their hands and seal this 7th day of May 1981

Eleanor Schram [SEAL] _____ [SEAL]
_____ [SEAL] _____ [SEAL]

State of Illinois ss. I, the undersigned a Notary Public in and for said County, in County of Cook the state aforesaid, do hereby certify that Eleanor Schram, a spinster

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.

Witness under my hand and notarial seal this 7th day of May 1981
Rene Monaco
Notary Public

RETURN TO ROBERT F. MOORE
WHEELING TRUST AND SAVINGS BANK
Wheeling, Illinois 60090

Unit 24A, 6157 N. Sheridan Rd., Chicago, IL
For information only insert street address of above described property.

BOX 533

This space for affixing Federal and Illinois Stamps, Section 4
Exempt under provisions of Section 4
Real Estate Trans: 5-15-81
Date
Eleanor Schram
S.S., Seller or Representative

6944882
25877769

10.00

END OF RECORDED DOCUMENT