

# UNOFFICIAL COPY

QUIT CLAIM DEED IN TRUST  
This instrument was prepared by: PHILLIS CHEEVER  
Joan J. Behrendt  
Pioneer Bank & Trust Co.  
4000 W. North Ave.  
Chicago, Ill. 60639  
JUL 13 '79 9 00 AM

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, That the Grantor **PHYLLIS CHEEVER, divorced not since remarried.**

of the County of **Cook** and State of **Illinois** for and in consideration  
of **TEN DOLLARS AND NO/100 (\$10.00)** Dollars, and other good  
and valuable considerations in hand paid, Conveys and quit claims unto the **PIONEER BANK & TRUST COMPANY,**  
a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the **8th** day of  
**June**, 19 **79**, known as Trust Number **21817**, the following  
described real estate in the County of **Cook** and State of Illinois, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

Grantee's Address: 4000 West North Avenue Chicago, Illinois 60639

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trust 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 premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide 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 premises, 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 futuro, 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 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 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 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 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 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.

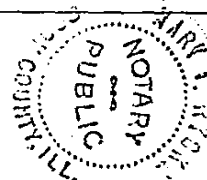
If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance 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, seal and seal this 8th day of June, 1979

*Phyllis Cheever* (Seal)  
**PHYLLIS CHEEVER** (Seal)

State of Illinois ss. I, the undersigned a Notary Public in and for said County, in the state aforesaid, do hereby certify that Phyllis Cheever, divorced not since 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.  
Given under my hand and notarial seal this 27th day of June 1979

*Mary J. Rytko*  
Notary Public

Pioneer Bank & Trust Company

3741 Mission Hill Rd  
Northbrook  
For information only insert street address of above described property.

PHILLIS CHEEVER

THIS SPACE FOR AFFIXING RIDERS AND REVENUE STAMPS  
Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.  
Date 6/27/79  
Signature of Representative



25 048 907  
Document Number

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## MISSION HILLS CONDOMINIUM M-5 -- LEGAL DESCRIPTION FOR MORTGAGE

Unit No. 411 as delineated on sheet 6 of survey of part (described on sheet 2 of said survey and referred to herein as the "Parcel") of Lots 1, 2 and 3 of County Clerk's Division of Section 18, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, and Garage Unit No. G-32 as delineated on sheet 8 of aforesaid survey, which survey is attached as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated December 3, 1971 and known as Trust No. 43411 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24509114; together with an undivided 1.9903 % interest with respect to said Unit and an undivided .0998 % interest with respect to said Garage Unit in said Parcel (excepting from said Parcel all the property and space comprising all the units and garage units thereof as defined and set forth in said Declaration and Survey).

Mortgagor also hereby grants to mortgage, 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 and in the Declaration of Easements, Covenants and Restrictions recorded as Document No. 22431171.

This mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the aforementioned Declaration of Easements, Covenants and Restrictions, and in a Restrictive Covenant and Amendment thereto recorded as Document Nos. 21845626 and 22401402, the same as though the provisions of said documents were recited and stipulated at length herein.

**END OF RECORDED DOCUMENT**

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