

ANTI 138641 143

### WARRANTY-DEED IN TRUST

25191486

**12.00**

The above space for recorder's use only

**THIS INDENTURE WITNESSETH, That the Grantors** Harry F. McDonagh  
**and Jeanne M. McDonagh, his wife**

of the County of Cook and State of Illinois for and in consideration of the sum of Ten and No/100 Dollars (\$ 10.00),  
 have paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warranty unto **OAK BROOK 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 15th day of September 1979, and known as Trust Number B-1526 the following described real estate in the County of COOK and State of Illinois, to-wit:

The legal description is attached hereto and made a part hereof.

This Instrument was prepared by: **John A. Keating**  
 1603 Orrington Ave.  
 Evanston, IL 60201

#### SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances thereon to the trustee, 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 vacate any subdivision or part thereof, and to re-subdivide 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 all of the terms, powers and authorities herein granted to 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 reverts on, by leases to commence in the present or in the 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 respecting the manner of fixing the amount of present or future rentals to partition or convey 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 said Trust Agreement, and every deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money received or advanced on said Trust Agreement, and every 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 furnishing the same, for any later 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 thereto, if any, and binding upon all parties hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, mortgage, lease, 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 Oak Brook Bank, individually or as Trustee, nor its successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its 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 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 him in his own name, or at the election of the Trustee, in his 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 shall be paid to the 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, and to all of the real estate above described.

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 shall be paid to the 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, and to all of the real estate above described.

And the said grantors hereby expressly waive and release 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 hand and seal this 25th day of September 1979

Harry F. McDonagh [SEAL] Jeanne M. McDonagh [SEAL]

State of Illinois ss. I, John A. Keating, a Notary Public in and for said County, County of Cook do hereby certify that Harry F. McDonagh and Jeanne M. McDonagh, his wife personally known to me to be the same persons whose names are 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 right of homestead.

Given under my hand and notarial seal this 25th day of September, 1979

John A. Keating  
 Notary Public



**Oak Brook Bank**  
 2021 SPRING ROAD • OAK BROOK, ILLINOIS 60521  
 654-1050 MEMBER FDIC

1420 Sherridan Rd. Wilmette  
 For information only insert street address of above described property.

STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 DEPT. OF REVENUE  
 OCT 11 1979  
 RB 10781  
 3 6 7 2 2 1  
 COOK COUNTY

STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 DEPT. OF REVENUE  
 JUL 24 1979  
 RB 10781  
 6 5 5 0

Document Number 25191486  
 PAID \$ 77.00  
 C. C. I. REV. STAMP

Bot 15

# UNOFFICIAL COPY

Unit No. "2-I", as delineated on survey of the following described parcel of real estate (hereinafter referred to as "development parcel"):

Lot 1 in Charles A. Nixon's Consolidation, being a consolidation of Lots 20 to 24, both inclusive in Lakota Subdivision of part of Blocks 1, 2, 3, 4 and 5 in Gage's Addition to the Village of Wilmette, in Section 27, Township 42 North, Range 13, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to Declaration made by 1420 Corporation, recorded in the office of the recorder of Cook County, Illinois, as Document Number 20,941,895 and modified by agreement recorded as Document 22,727,073, together with an undivided 1.569 percent interest in said development parcel (excepting from said Development Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey). In Cook County, Illinois.

25191486

UNOFFICIAL COPY

EXHIBIT "A"

UNIT NO. "1", AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"):

LOT 1 IN CHARGES A. NIXON'S CONSOLIDATION, BEING A CONSOLIDATION OF LOTS 20 TO 24, BOTH INCLUSIVE IN LAKOTA SUBDIVISION OF PART OF BLOCKS 1, 2, 3, 4 AND 5 IN GAGE'S ADDITION TO THE VILLAGE OF WILMETTE, IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY 1420 CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 20,941,895 AND MODIFIED BY AGREEMENT RECORDED AS DOCUMENT 22,727,073 TOGETHER WITH AN UNDIVIDED 1.5694 PER CENT INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

25131486

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1979 OCT 15 AM 10:23

*Sidney H. Olson*  
RECORDER OF DEEDS  
25191486

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT