

# UNOFFICIAL COPY

DEED IN TRUST 25204595

**This Indenture Witnesseth,** That the Grantors, Ira W. Cole and Sally

Ann Cole, His Wife, as Joint Tenants, of the County of Cook  
and State of Illinois, for and in consideration of \$10.00

Ten and No/100 \* \* \* \* \*  
in hand paid CONVEY AND WARRANT unto the EVANSTON BANK, an Illinois  
corporation, Trustee, under the provisions of a trust agreement dated the 12th  
day of October, 1979, known as Trust Number 1247, the following described real estate in the  
County of Cook and State of Illinois, to-wit:—

Lot 8 (except the South 10 feet thereof exclusive of the West 25 feet  
of said South 10 feet) in Canterbury Court, a Subdivision of part of  
Ouilmette Reservation in Township 42 North, Range 13 East of the Third  
Principal Meridian, according to the Plat of said Canterbury Court re-  
corded on June 7, 1927 in Book 247 of Plats of page 25 document  
9676971 (except so much of said lot as may be covered by waters of  
Lake Michigan) in Cook County, Illinois.

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 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  
resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to con-  
vey either with or without consideration, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said prop-  
erty, 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 praesenti or in 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 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 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 applica-  
tion 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 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 con-  
veyance 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 and (c) that  
said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or  
other instrument.

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.

This instrument prepared by: Mary C. Sundblom, EVANSTON BANK,  
603 Main Street, Evanston, Illinois 60202.

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 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 12th  
day of October, A. D., 1979.

X *Ira W. Cole* (SEAL)  
Ira W. Cole

X *Sally Ann Cole* (SEAL)  
Sally Ann Cole

..... (SEAL) 10 08 ..... (SEAL)

25204595

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

1979 OCT 25 10 00

RECORDED  
COUNTY CLERK'S OFFICE

601-23-19 687799 • 25204595 u A Rec 10.00

I, **The Undersigned** a *Notary Public*  
in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that

**Ira W. Cole and Sally Ann Cole**  
personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 12th day  
of October A. D., 1979.



*Bernadine Rogers*  
NOTARY PUBLIC.

My Commission Expires August 8, 1981



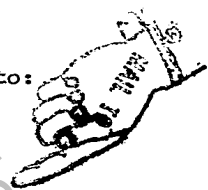
EXEMPT under provisions of Paragraph E,  
Section 4, Real Estate Transfer Tax Act.

Evanston Bank as Trustee U/T No. 1247

BY: *m.e. [Signature]* October 22, 1979  
Representative

Please return recorded Deed in Trust to:

Trust Department  
EVANSTON BANK  
603 Main Street  
Evanston, Ill 60202



Box

DEED IN TRUST

TO  
EVANSTON BANK  
As Trustee

25204595

END OF RECORDED DOCUMENT