

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sydney H. Olson*  
RECORDER OF DEEDS

1981 DEC 17 PM 1:41

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The above space for recorder's use only



QUIT CLAIM  
WARRANTY DEED IN TRUST

Section 17  
Date 10/13/81  
Exempt under provisions of Real Estate Transfer Tax Act  
Elias N. Matsakis, McBride & Baker, 3 First National Plaza - 38th Floor Chicago, IL 60602  
This instrument was prepared by:  
Elias N. Matsakis, McBride & Baker,  
3 First National Plaza - 38th Floor  
Chicago, IL 60602

THIS INSTRUMENT WITNESSETH, That the Grantor EDNA SEABERG, a widow and not since remarried,

of the County of Cook and State of Illinois for and in consideration of Ten and No/100 (\$10.00) Quit Claims Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto THE WILMETTE BANK, a corporation of Illinois, whose address is 1200 Central Avenue, Wilmette, IL as Trustee under the provisions of a trust agreement dated the 25th day of September 1981, known as Trust Number TWB-0131 the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 74 and 75 in Fricke and Dose's subdivision of West 10 Acres of South 20 acres of North 43.30 acres of North West 1/4 of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

This Warranty Deed in Trust is subject to the terms and conditions of the Rider attached as Exhibit A, which is by this reference incorporated herein.

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TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the 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 subdivisions or parts thereof, and to redivide 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 years and for terms, 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 take 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 encumbered 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, as any laws or laws 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, constructed 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 required 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 any such conveyance, lease or other instrument. (a) that at the time of the delivery thereof the trust created by this instrument 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 instrument 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 said trustee 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, profits 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 interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, profits 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 a duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitation", or words of similar import, in accordance with the statute in this regard provided.

And the said grantor hereby expressly waives, surrenders and releases, and shall and will, any and all right or benefit under and by virtue of said 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 22nd day of OCTOBER, 1981.

*Edna Seaberg* (Seal) \_\_\_\_\_ (Seal)  
EDNA SEABERG  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

State of Illinois, Janet G. Streeter, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edna Seaberg, a widow and 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 22nd day of October, 1981.  
*Janet G. Streeter*  
Notary Public



Form 91 After recording return to:  
The Wilmette Bank  
1200 Central Avenue  
Wilmette, Illinois 60091  
3029 W. Belden, Chicago, IL  
For information only insert street address of above described property.

10.00  
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UNOFFICIAL COPY

Grantor's conveyance is subject to:

Trust Deed dated January 1, 1974, and recorded January 7, 1974, as Document No. 22588193, and made by U/I Limited Partnership to Chicago Title & Trust Company Corporation of Illinois, to secure note in original amount of Fifty-eight Thousand Dollars (\$58,000.00);

Recorded Assignment of Rents and Leases and perfected Security Agreements in personal property given as additional security for the Trust Deed dated January 1, 1974, and recorded January 7, 1974, as Document No. 22588193;

General taxes for the year 1981, and subsequent years;

Special taxes for improvements not yet completed;

Existing residential leases;

Any and all acts done and suffered by the Grantees hereunder; and

Any and all judgments against any of the Grantees hereunder.

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END OF RECORDED DOCUMENT