

RECENTO IN BAD CONDITION

Prepared By

DEED IN TRUST

27493970 Quit Claim ROBERT F. MOORE 350 E. Dundee Rd. Wheeling, III. 60090

Blear read

THIS INDENTURE WITNESSETH, That the Grantor, Eleanor Scharm, a spinster

of the Country of Cook and State of Illinois, for and in consideration of the sum of the

Parcel 1: Lots 22 to 28, both inclusive, in Peter Knittel's Addition to Huntersville, being a Subdivision of hat part of the North 1500.3 feet of the East 716.44 feet of the Northeast quarter of Section 10 and of that part of the East 716.4 feet lying South of Dundee Road in Section 3, Township 42 North, Range 11, East of the Third Principal Meridian, in Cock (20 inty, Illinois.

Parcel 2: That part of the Northwest quarter of Section 11, Township 42 North, Range 11, East of the Third Principal Merician, lying West of the Westerly right of way line of the Minneapolis, St. Paul and Carin Ste. Marie (Soo Line) Railroad, East of the East right of way of Wheeling Road and North of the South line of Walnut Street, extended East more particularly de crised as follows: Beginning at the intersection of the West line of said Northwest querter with the North line of said Walnut Street, said point being a distance of 1440.3% feet South of the Northwest corner of said section; thence East along the North line of said Walnut Street, extended a distance of 24.75 feet to the East line of Wheeling Place thence South along the East line of said Wheeling Road, along a line which is 24.75 feet East of and parallel with the West line of said Northwest quarter, a distance of 60 feet; thence East along line, it being the South line of Walnut Street ext in ded East a distance of 69.76 feet to the intersection of said extended line with the W sterly right of way line of said railroad; thence Northwesterly along the Wester y right of way line of said railroad, a distance of 297.16 feet to the intersection of and right of way line with the West line of said Northwest quarter; thence South, along the West line of said Northwest quarter, a distance of 222.28 feet to point of be inning, in Cook County, Illinois. 27493970

Parcel 3: That part of vacated Walnut Street and Wheeling Road as vacated by an ordinance, dated August 18, 1971 and recorded September 30, 1971, as Document Number 21647059 and described as follows: Commencing at the intersection of the South line of Walnut Street and the center line of Pine Street extended South; thence East along the South line and said line extended to the East line of vacated Wheeling Road; thence North along the East line of vacated Wheeling Road to a point 1445.55 feet South of the North Line of South Section 11, Township 42 North, Range 11, East of the Third Principal Meridian; thence West parallel with the North line of said Section to the West line of said section; thence North along said West line to the North line of Walnut Street; thence West along the North line, and said line extended of Walnut Street to the center line of Pine Street; thence South along the center line of Pine Street to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY



ATTACHED HERETO

SUBJECT TO First Mortgage at Wheeling Tris. and Savings Bank.

TO HAVE AND TO HOLD the said real estate with the appurtenance, 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 improv.

Hereof, to dedicate parks, atreets, highways or alleys and to vacate any subdivis.

The property of the real said real estate or any part hereof, to dedicate parks, atreets, highways or alleys and to vacate any subdivis.

The real estate of any purit thereof to a successor or successor is rutted and to grant to said or any purit thereof to a successor or successor is rutted and to grant to said to appear to the real estate of the real estate of the real estate of the real estate, or any purit thereof, from time to time, in possession or revision, by leases to commence in prace-ently or including and upon any terms and for any period or periods of time, not exceeding in the extension of the real estate, or any purit of the reversion and to real estate, or any part thereof, in the real estate of any part thereof, and to release, convey or assign any right, title or interest in or about or essent appurtment to a id-all estate or any part thereof, and to

owning the same belief by instruction of the same who her instruction to a divergent from the ways above above and time of times become the satter of any part thereof shall be conveyed, contracted to be wold, lessed to mortaned a relation of any purchase money, rent or money borrowed or advanced on said real state, or be colleged to inquire into the authority, necessity or registerior of any act of said "success of the terms of this trust have been complied with, or be obliged to inquire into the nuthority, necessity or registerior of any act of said "success or her obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, le. or their instrument executed by said Truste, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of e^{ee} nerson (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance lease or other instrument, to that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in fill force and effect, (b) that successor can be accordance with the trusts, conditions and limitations contained in this Indenture and in the successor of the successor in trust and empowered to execute and deliver every such deed, trust deed, lease that said Truste, or any successor in trust, that such successor or successors in trust, that such successor or successors in trust, that and successor or successors in trust, that and successor or successors in trust, that and successor or successors in trust, that such successor or successors in trust. That we have properly appointed and are fall very deal with all

This conveyance is made upon the express understanding and condition that neither Wheeling Trust and Sarings Bank, fadirid a yo a a Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for ny liding is or they or its or their agents or atterness may do or omit to do in or about the said real estate or under the provisions of this become states any amendment thereto, or for injury to person or property hyperalizing in or about said real estate, any and all aliability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trust of connection with said real estate, any are larger than the said into by the connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their atto ney contract. The property of the said in the actual possession of the respect to any such contract, obligation or indebtedness excent when the said in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). An persons and corporations whomover and whatoever shall be charged with notice of thom the date of the filing for record of the 100 persons.

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, lexal or equitable, in or to said rea estate as such, but only an interest in the earnings, avails and proceeds thereof as aforeald, 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 or not in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words o 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 land is in accordance with the true intent and meaning of the trust.

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 this 10th day of April 19 79

State of Cook SS. [SEAL] [SEAL] [SEAL] [SEAL]

State of Cook SS. [Seal] [SEAL] [SEAL] [SEAL] [SEAL] [SEAL]

personally known to me to be the same person whose name 1S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ShE signed, scaled 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 shall this 10th ar of April 1979

RETURN TO ROBERT F. MOORE
WHEELING TRUSTINGND BANK
Wheeling, Illinois 60090

For information only insert street address of above described property

Section 4, Roal Estate Transfer

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14.00



DELIVER TO

6.16606 1.10606 1.

END OF RECORDED DOCUMENT