

UNOFFICIAL COPY

WARRANTY DEED IN TRUST

850-18227

The above space for recorder's use only

This Indenture Witnesseth, That the Grantor

Gloria Lopez Johnson, A Widow

of the County Cook and the State of Illinois for and in consideration of -TEN and 00/100 (\$10.00) - Dollars,

and other good and valuable consideration in hand paid, Convey S and Warrant S unto DROVERS BANK OF CHICAGO, an Illinois banking association, of 47th Street and Ashland Avenue, Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement dated the 9th day of May 1985 known as Trust Number 82-037, the following described real estate in the County of Cook

and State of Illinois, to wit Lot 1 of Birren's re-subdivision of Lot 1 in Block 22 Wilmette Village, a subdivision of the West 63.55 chains of the North Section of Ouilmette Reservation Township 42 North, Range 13 East of the Third Principal Meridian, also the North 40 feet North and adjoining center line of North Avenue and the 33 feet South and adjoining the center line of South Avenue, all in Cook County, Illinois. Trust Estate Index No. 05-34-210-029 Common Address 803 Lake Street, Wilmette, IL

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for 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 create any subdivision of part thereof, and to re-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 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 present 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 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 to any lessee 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 application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of his 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 fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) that the conveyance made by a successor or successors in trust, that such successor or successors in trust have been properly appointed and are duly 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 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.

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 cases 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 and seal

this 29th day of May 1985

Gloria Lopez Johnson (SEAL)

State of Illinois SS I, Laura S. Addelson, a Notary Public in and for said County, the state aforesaid, do hereby certify that

Gloria Lopez Johnson, A Widow

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 29th day of May 1985

Laura S. Addelson Notary Public

Return to: Drovers Bank of Chicago

This instrument was prepared by

Laura S. Addelson

Box 109

Exempt under the provisions of paragraph (e) of Section 7 of the Illinois Real Estate Transfer Tax Act

5/29/85 Date

Attorney for Grantor

850-18227

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Property of Cook County Clerk's Office

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11:00

50 FT 50 100 5

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BOX 138

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

TO

Drovers Bank of Chicago

TRUSTEE

*Handwritten signature and notes*

8027 AP